

OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION 21

In the Matter of:

Leo Marine Services, Inc., Case Nos. 19-CA-273208
Olympic Tug & Barge, Inc., and
Centerline Logistics
Corporation,

and

Olympic Tug & Barge, Inc. 19-CA-273220

and

Centerline Logistics 19-CA-273226
Corporation, 19-CA-273928

and

Leo Marine Services, Inc. 19-CA-273985

and

19-CA-273771

Centerline Logistics
Corporation, Westoil, Marine
Services, Inc., and Harley
Marine Financing, LLC,

and

Seafarers International Union, 19-CB-273986

and

Inlandboatmen's Union of the
Pacific,

and

Centerline Logistics
Corporation, Leo Marine
Services, inc., and Olympic
Tug & Barge, Inc.

21-CA-273926

and

International Organization of
Masters, Mates & Pilots, AFL-
CIO.

Place: Los Angeles, California (Zoom videoconference)

Dates: August 2, 2022

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 21

In the Matter of: LEO MARINE SERVICES, INC., OLYMPIC TUG & BARGE, INC., AND CENTERLINE LOGISTICS CORPORATION	Case Nos.	19-CA-273208
and		
OLYMPIC TUG & BARGE, INC.		19-CA-273220
and		
CENTERLINE LOGISTICS CORPORATION		19-CA-273226 19-CA-273928
and		
LEO MARINE SERVICES, INC.		19-CA-273985
and		
CENTERLINE LOGISTICS CORPORATION, WESTOIL MARINE SERVICES, INC., AND HARLEY MARINE FINANCING, LLC		19-CA-273771
and		
SEAFARERS INTERNATIONAL UNION		19-CB-273986
and		
INLANDBOATMEN'S UNION OF THE PACIFIC		
and		



CENTERLINE LOGISTICS
CORPORATION,
LEO MARINE SERVICES, INC., AND
OLYMPIC TUG & BARGE, INC.

21-CA-273926

and

INTERNATIONAL ORGANIZATION OF
MASTERS, MATES & PILOTS, AFL-
CIO

The above-entitled matter came on for hearing, via Zoom
videoconference, pursuant to notice, before **IRA SANDRON**,
Administrative Law Judge, at the National Labor Relations
Board, Region 21, 312 North Spring Street, Tenth Floor, Los
Angeles, California 90012, on **Tuesday, August 2, 2022, 9:05
a.m.**



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E X H I B I T SEXHIBITIDENTIFIEDIN EVIDENCE**General Counsel:**

GC-1 (a) through 1 (eee)

8

8

GC-2

8

Not Admitted

P R O C E E D I N G S

JUDGE SANDRON: This is a formal proceeding before the National Labor Relations Board being conducted by Zoom in Leo Marine Services, Inc., et al, lead case 19-CA-273208. The presiding judge is Ira, I-R-A, Sandron, S-A-N-D-R-O-N, out of the Washington office of the Division of Judges. The courtroom deputy today is Alisa, A-L-I-S-A, Jones, of the Board's Office of the Executive Secretary. And our court reporter today is Jacqueline, J-A-C-Q-U-E-L-I-N-E, Denlinger, D-E-N-L-I-N-G-E-R.

I would point out that I've had issues with Zoom hearings in the past, and I will try to keep any problems with the remote nature of the trial to a minimum. Would parties please state their appearances for the record? For the General Counsel?

MS. YASSERI: Good morning, Your Honor. Sanam Yasseri, counsel for the General Counsel, National Labor Relations Board, Region 21.

MR. RIMBACH: Good morning. Thomas Rimbach, also counsel for the General Counsel.

JUDGE SANDRON: And if you could spell your names for the record. Although the court reporter might be able to get them from some of your pictures, but maybe it'd be helpful to spell out your names. I'll ask that all spellings be on the record as we go into the trial. And for the -- we have two Charging Parties for the -- whichever one of you wants to go first is

1 fine.

2 MR. IGLITZIN: Dmitri Iglitzin for the Inlandboatmen's
3 Union of the Pacific. Dmitri is D-M-I-T-R-I. Iglitzin is
4 I-G-L-I-T-Z-I-N.

5 JUDGE SANDRON: And for the other Charging Party?

6 MR. WOJCIECHOWSKI: Hi. Jason Wojciechowski and Sara Yufa
7 for the Masters, Mates & Pilots. My last name is
8 W-O-J-C-I-E-C-H-O-W-S-K-I. Sara is S-A-R-A Y-U-F-A.

9 JUDGE SANDRON: And for the Respondents?

10 MR. HILGENFELD: Chris Hilgenfeld with Davis Grimm Payne &
11 Marra.

12 JUDGE SANDRON: And you -- spell -- spell it, please.

13 MR. HILGENFELD: Oh, certainly. H-I-L-G-E-N-F-E-L-D.

14 JUDGE SANDRON: Okay. For parties having more than one
15 counsel, I will ask that only one counsel be the spokesperson.
16 You can consult with one another if you need to, but I ask that
17 only one counsel per par -- per party be the spokesperson today
18 and in our future hearings.

19 I -- I would point out, Mr. Iglitzin -- and I don't know
20 if I -- Mr. -- how do you pronounce -- Wo -- I'll probably get
21 it wrong -- Mr. --

22 MR. WOJCIECHOWSKI: Wojciechowski.

23 JUDGE SANDRON: Wojciechowski?

24 MR. WOJCIECHOWSKI: Yeah. Very good. Thank you.

25 JUDGE SANDRON: And Ms. Yufa as well, that as counsels for



1 the Charging Parties you do have a right to fully participate,
2 including making opening statements, examining and cross-
3 examining witnesses, and calling witnesses with the caveat that
4 you stay within the parameters of the complaint. However, as
5 we go forward with the hearing, you may choose to rely on the
6 General Counsel's presentation. And unless you say otherwise,
7 I will assume that.

8 As far as today's hearing, I will be -- hereinafter refer
9 to the Respondents collectively as the Respondent. As we
10 discussed in our conference calls, in light of the voluminous
11 of the subpoenaed documents -- which I understand the
12 Respondent is furnishing today -- it is appropriate to afford
13 the General Counsel and the Charging Parties time to review
14 them. The parties have agreed to recess until Monday, August
15 8th, for a full week of hearing, and then adjourn until Monday,
16 August 29th, for another week of hearing.

17 Accordingly, the scope of the hearing today will be
18 limited to the following: First, receiving the formal papers
19 and addressing any amendments to the complaint or answer.
20 Secondly, addressing the Respondent's outstanding motions, the
21 first being one for a protective order, and the other being for
22 an in limine order.

23 The General Counsel filed an amendment on July 22nd. Does
24 the Respondent have any objections to the amendment?

25 MR. HILGENFELD: No, Your Honor. We filed an answer to



1 that amendment.

2 JUDGE SANDRON: Are there any other amendments to either
3 the complaint or the answer?

4 MS. YASSERI: No, Your Honor, not at this time.

5 JUDGE SANDRON: And for the Respondent, any -- you -- you
6 said you filed a -- an amendment to the answer?

7 MR. HILGENFELD: Correct.

8 JUDGE SANDRON: All right. The General Counsel's
9 amendment is allowed without objection.

10 The formal papers have been marked as General Counsel
11 Exhibits 1(a) through 1(eee).

12 Are there any objections to the receipt of the formal
13 papers?

14 MR. HILGENFELD: None from the Respondents.

15 JUDGE SANDRON: All right. Hearing no objections, the
16 formal papers are received.

17 **(General Counsel Exhibit Number 1(a) through 1(eee) Received**
18 **into Evidence)**

19 JUDGE SANDRON: The General Counsel has filed, also, a
20 document that has been marked as General Counsel Exhibit 2,
21 which concerns motions that have been made before today and
22 responses and my orders, mostly relating to the Respondent's
23 motion to sever.

24 Are there any objections to those being received?

25 MR. HILGENFELD: Yes, Your Honor.

1 JUDGE SANDRON: On what ground?

2 MR. HILGENFELD: I -- the Respondents at this point would
3 raise two issues for you to consider, if it's appropriate, or
4 we can do it at a later point in time.

5 JUDGE SANDRON: All right. Well, I -- I would just point
6 out I'll certainly consider them, but these definitely are
7 documents that will have to be made part of the record in some
8 fashion unless the parties can reach any kind of agreement that
9 would obviate that need. I think if we want a full record, and
10 assuming that the parties want to have a review of any of my
11 rulings, then it would be appropriate to have all of them in
12 the record.

13 Okay. Let's turn to the protective order that the
14 Respondent has requested. I have read over the respective
15 orders proposed by the Respondent and the General Counsel, and
16 I found no decision by the Board or an ad -- administrative law
17 judge for the Board -- providing for an attorney's eyes-only
18 provision, as the Respondent requests. And I decline to order
19 such in the absence of any precedent. Now, perhaps, without
20 that provision, the Respondent and the General Counsel can seek
21 agreement on the terms of the protective order. I understand
22 that was the -- the sticking point for the General Counsel. So
23 maybe you can discuss whether without that provision you can
24 reach some kind of agreement on the scope of the protective
25 order. I -- I beli -- the -- the fundamentals of the two

1 proposed orders are fairly similar. There -- the Respondent's
2 version is more detailed, but I -- I believe they encompass the
3 same basic parameters.

4 Now, we -- we turn to the Respondent's motion for an in
5 limine order, which has four components. As to B, which
6 relates to the decision and direction of election that was the
7 subject of my August 1st ruling, I have already ruled on how --
8 how I will treat it, and I will not revisit that. I will admit
9 it and any evidence in the -- from the underlying
10 representation case hearing that any party wishes to offer.

11 As to A, C, and D, the motion provides no information that
12 would lead me to believe that the General Counsel or the
13 Charging Parties will seek to offer evidence that contradicts
14 or -- the rules or policies that the motion cites. In such a
15 vacuum, I'm not prepared to issue an order in limine. I
16 believe the better course is that if the Respondent's counsel,
17 during the course of the proceeding, believes that any
18 proffered evidence of the General Counsel or the Charging
19 Parties is inappropriate under A, C, or D, he is free to object
20 on those grounds, and I will consider his objections before
21 allowing the evidence. Accordingly, I deny the motion in
22 limine at this time.

23 I will defer remarks I normally make at the outset of a
24 trial until we resume on August 8th and begin witness
25 testimony. I understand that Counsels wish to defer their

1 opening statements as well. Is -- is that correct for the
2 General Counsel?

3 MS. YASSERI: Yes, Your Honor.

4 JUDGE SANDRON: And the Respondent?

5 MR. HILGENFELD: Yes, Your Honor.

6 JUDGE SANDRON: And the Charging Parties?

7 MR. IGLITZIN: Yes, Your Honor.

8 MR. WOJCIECHOWSKI: Yes, Your Honor.

9 JUDGE SANDRON: Okay. So they will -- will be deferred.
10 Is there -- are there other matters that any counsel wishes
11 to -- to bring up at this point?

12 MS. YASSERI: Yes, Your Honor.

13 MR. HILGENFELD: Yes, Your Honor. Oh, sorry. Go ahead.

14 MS. YASSERI: Apol -- apologies, Mr. Hilgenfeld.

15 Yes, Your Honor, on behalf of the General Counsel, there
16 are two items that I'd like to discuss.

17 The first being with respect to the Respondent's subpoena
18 production. We did receive an external hard drive yesterday
19 afternoon with over 81,000 documents saved on the hard drive.
20 We are in the process of beginning to review those documents on
21 the hard drive, but we did not see a privilege log. And we
22 understand that there were a number of documents that were not
23 provided subject to either the attorney-client or the attorney-
24 work product privileges and that we would request that,
25 consistent with the Federal Rules of Civil Procedure, Rules

1 26(b) (5) (a) and 45(e) (2) (a) and the Board's decision in CNN
2 America cited at 353 NLRB 891, issued in 2009, that we receive
3 such a log so that we can evaluate the application of such
4 privileges.

5 JUDGE SANDRON: Mr. Hilgenfeld, I believe that would be
6 appropriate.

7 MR. HILGENFELD: Oh, we have no objection, Your Honor.
8 We've just been trying like mad to get --

9 JUDGE SANDRON: All right.

10 MR. HILGENFELD: -- everything over to the General
11 Counsel. But we will certainly provide privilege logs.

12 JUDGE SANDRON: Okay.

13 MS. YASSERI: Thank you.

14 JUDGE SANDRON: And was there anything else the General
15 Counsel wished to raise?

16 MS. YASSERI: Yes, Your Honor, one other item. With
17 respect to an issue under Jefferson Chemical. Pursuant to
18 Jefferson Chemical Company, Incorporated, cited at 200 NLRB
19 992, 1972, and Service Employees Local 87, cited at 324 NLRB
20 744, 1997, the General Counsel hereby notifies Respondent,
21 Centerline Logistics Corporation and Westoil Marine Services,
22 Inc., that it will not consolidate the seven cases at issue in
23 this hearing scheduled for today with -- with cases 21-CA-
24 295722 filed against Westoil Marine Services, Inc., and case
25 21-CA-295725, filed against Centerline Logistics Corporation,

1 which are currently under investigation.

2 JUDGE SANDRON: Okay. Mr. Hilgenfeld, did you want to
3 respond to that, and also if there are any other issues you
4 wish to raise at this point?

5 MR. HILGENFELD: Just Ms. Yasseri, could you -- we have so
6 many case cites going through here again -- could you go a
7 little slower --

8 JUDGE SANDRON: Yes.

9 MR. HILGENFELD: -- on the cites.

10 JUDGE SANDRON: All right. That -- that -- that's
11 helpful.

12 MS. YASSERI: Sure. Absolutely. Jefferson Chemical
13 Company. It's cited at 200 NLRB 992, case from 1972. And
14 Service Employees Local 87, cited at 324 NLRB 774, a case from
15 1997.

16 JUDGE SANDRON: So -- so what -- what you're saying is
17 General Counsel is not going to seek to consolidate those cases
18 with the ones before me now?

19 MS. YASSERI: Yes, Your Honor. And we're providing
20 Respondents with the adequate notice of that.

21 MR. HILGENFELD: And -- and Ms. Yasseri, could you -- I --
22 I'm sorry. It was the -- the actual case cites -- the actual
23 cites.

24 MS. YASSERI: Oh, I'm sorry. The -- the NLRB charge
25 numbers, yes.

1 MR. HILGENFELD: Sure.

2 MS. YASSERI: It is 21-CA-295722. That charge was filed
3 against Westoil Marine Services Incorporated. And 20 --

4 MR. HILGENFELD: Okay.

5 MS. YASSERI: -- and 21-CA-295725, which was a charge
6 filed against Centerline Logistics Corporation. Both charges
7 were filed by Charging Party Inlandboatmen's Union of the
8 Pacific.

9 JUDGE SANDRON: Okay. I -- I think Mr. Hilgenfeld's point
10 was -- was well-taken as we go forward as well, when counsel's
11 are giving cites. It -- it's best to say them slowly so
12 everybody gets them. You know, the court reporter as well as
13 all other parties. So that was a helpful suggestion. Did --
14 did you wish to respond to that now, Mr. Hilgenfeld? I -- I
15 don't know. It's actually out of my jurisdiction at this
16 point, but if you want to --

17 MR. HILGENFELD: If I understand it, the General Counsel
18 is just giving me notice. And I understand that --

19 JUDGE SANDRON: Okay.

20 MR. HILGENFELD: -- we're getting notice.

21 JUDGE SANDRON: All right. Were -- were there any other
22 points that you wish to bring up for the Respondent?

23 MR. HILGENFELD: I would, Your Honor. I have two issues
24 I'd like to put before you.

25 JUDGE SANDRON: Yes, yes.



1 MR. HILGENFELD: The -- these issues are -- are connected.
2 The first issue is -- I just want to make sure the record is
3 clear as we move forward fully. And then the second issue --
4 at least in our mind -- may resolve the first issue. But I
5 want to put them both in front of you.

6 The first issue, we fully respect your order from this
7 morning and from yesterday. We would ask for a motion for
8 reconsideration, and we would just highlight this for Your
9 Honor: as you know, this morning is not a final Board
10 decision. This case, and the RD case, is drastically different
11 than the cases cited where a prior case that's pending before
12 the Board is used for anti-Union animas for factual background.
13 We would ask -- St. Vincent Medical Center, case cite 338 NLRB
14 888 2003, finding that matters pending before the Board are not
15 binding authority. We would cite Healthbridge Management, LLC,
16 cite 362 NLRB number 33 at note 3. We would cite Sav-on Drugs,
17 253 NLRB 86, 1980. And finally, we would cite Long Ridge of
18 Stamford, 362 NLRB 310 number 3, year 2015, and it provides
19 final decisions are not binding. They may provide background.
20 In this case, there's a number of errors in the Regional
21 Director's decision that are pending before the Board. It
22 would be premature to use that, and it would unfairly prejudice
23 our clients. I would further note for the record, again,
24 understanding your decision on it, is that OTB, who has
25 responded and this order was directed at -- was not included at

1 the hearing on day 1 by stipulation between the parties. There
2 was a hearing officer motion to exclude any evidence regarding
3 OTB. It was not until day five that Olympic Tug & Barge was
4 allowed to be admitted as a party. And so any going further --
5 if we're relying on that record -- would violate their
6 constitutional due process rights and rights under the
7 Administrative Procedures Act for the record.

8 JUDGE SANDRON: And this would be -- oh, go ahead. And --
9 and these arguments were made to the Board?

10 MR. HILGENFELD: These arguments have been made to the
11 Board.

12 JUDGE SANDRON: All right. Did you wish to respond, Ms.
13 Yasseri, for the General Counsel at this time?

14 MS. YASSERI: Your Honor, I'm -- I'm going to defer to my
15 cocounsel, Mr. Rimbach on this issue. We are litigating these
16 cases as cocounsel, and we're each responsible for --

17 JUDGE SANDRON: All right.

18 MS. YASSERI: -- our own witnesses and our -- and
19 significant issues throughout the trial.

20 MR. RIMBACH: If -- if I may, Your Honor? The General
21 Counsel filed an opposition to the motion in limine, which
22 addresses this very issue. We filed it a couple of hours ago.

23 JUDGE SANDRON: Okay.

24 MR. RIMBACH: So I'm not sure if you've had a chance to
25 review it, but the motion -- the opposition to the motion in

1 limine addresses that very issue.

2 JUDGE SANDRON: All right. I -- I will review it then.
3 We -- we don't need to have anything further on the record.
4 All right, I will certainly consider what you said, Mr.
5 Hilgenfeld, but my inclination is to -- to go forward on the
6 basis that I've set out. I assume the Board will issue a
7 decision on your exceptions within a fairly short time. If --
8 if the Board does find fault -- as I said in my corrected
9 order -- with the Director's decision or the underlying
10 proceedings before the hearing officer, then I will certainly
11 reconsider my order. But in -- in -- I'm confident the Board
12 will probably, before we're done with the hearing, as we're
13 going into August 29th -- the week of August 29th -- that we'll
14 have a decision by the Board. If the Board affirms in DDE,
15 then, of course, it will be binding. I will consider it to be
16 binding if -- if it is not accepted or it's remanded or there
17 are any other issues with it, then the parties can address
18 that, and I'll reconsider my order. But at this point, it
19 stands.

20 MR. HILGENFELD: Understood, Your Honor. And I actually
21 with this point possibly, we have something else we'd like to
22 put before you, which we actually think resolves issue 1. At
23 least from our perspective.

24 JUDGE SANDRON: Yes?

25 MR. HILGENFELD: At this point, we will move for a

1 settlement by consent order and partial order to dismiss on the
2 case numbers involved in that case. Those are case numbers
3 21-CA-273926, case number 19-CA-273208, case number 19-CA-
4 273220, case number 19-CA-273-226 (sic), case number 19-CA-
5 273985, and case number 19-CA-2731928. Your Honor, in this,
6 per your judicial book -- you can look at Section 9-440 on
7 consent orders -- the parties -- the General Counsel and
8 Respondents have been engaged in settlement conversations --

9 JUDGE SANDRON: All right.

10 MR. HILGENFELD: The issue that is out there -- we have a
11 settlement proposal from the General Counsel that we would be
12 willing to accept with two modifications to that consent order.
13 The first is inclusion of language that limit the effect of the
14 agreement on the single employer issue as it relates to the
15 representational hearing that's currently pending before the
16 Board. The language we have put forward would be concerning
17 that the settlement agreement is to avoid the cost of
18 litigation. By entering into this settlement agreement,
19 Respondents do not acknowledge or concede they are a single
20 employer under the Act.

21 The second portion is not a significant portion at all,
22 but we would ask that it's impractical and unnecessary to
23 gather everyone together for a mass gathering in this after
24 emails and records are sent to everybody. Everything else in
25 the settlement agreements that the GC has provided to

1 Respondents would be agreed upon in this matter. We would ask
2 that you look at UPMC 365 NLRB number 153, 2017. In that case,
3 as is true in this case, as the ALJ, your duty is to effectuate
4 the -- effectuate the Act and the requirements of the Act --
5 the policies and intent of the Act.

6 JUDGE SANDRON: All right.

7 MR. HILGENFELD: That case deals with the fact that GC
8 refused a nonadmissions clause in that case. It was
9 appropriate for the administrative law judge to enter a consent
10 order for settlement against the objection of the General
11 Counsel and against the objection of the Unions when it related
12 to that nonadmissions clause. The Respondents are now
13 proposing something that's imminently reasonable. It would
14 save everyone time and efficiency. It would resolve the issues
15 that are put squarely before you. The only issue it would not
16 resolve is the single employer issue that's currently pending
17 before the Board. We would --

18 JUDGE SANDRON: Has it -- oh, excuse me.

19 MR. HILGENFELD: We would -- the Respondents in this would
20 admit to the conduct in issue regarding SIU's voluntary
21 recognition memorialized that the Respondents do not, will not,
22 recognize the SIU as the representative, acknowledge that the
23 SIU is displaying interest in the -- in the employees, would
24 not give any further effect to the rescinded labor agreement
25 between Leo Marine and SIU, and further, that the employees

1 would all be informed of the resolution of that matter.

2 This resolution's particularly appropriate in this level,
3 given the high facts of the dispute. I understand your judge's
4 ruling. The truth is the single employer issue will be a very
5 contentious issue regardless of how the Board goes. It will
6 maintain a contentious issue between the parties. That issue
7 could keep this litigation going on for years into the future
8 on that issue alone. It is not unlawful to have a single
9 employer issue. That is entirely separate issue. UPMC goes
10 through that. That is not -- that is not an issue that goes --
11 that needs to cite.

12 Further, in this case, if you look at the Act facts as a
13 whole, the voluntary recognition occurred in February of 2021;
14 that's undisputed. There's a date of notice period that was
15 presented in around March of 2021; that's undisputed. The
16 Union's -- Charging Parties in this matter -- the IBU and MMP
17 both petitioned for an election. An election has occurred.
18 That is undisputed. Any further purpose in going forward does
19 not effectuate the purpose of the Act, and we believe this
20 consent order is appropriate under the circumstances.

21 JUDGE SANDRON: I realize I'm only seeing maybe a part of
22 a proposal as far as the overall relationship between the
23 Respondents and the Charging Parties, but I -- I'm not -- there
24 may be other factors that would weigh against their -- their
25 being amenable to what you're proposing. But I -- I think the

1 first question is has the General Counsel discussed this with
2 the Respondent and the Charging Parties? I mean, have they had
3 a chance to digest what Mr. Hil -- Hilgenfeld has stated today?

4 MS. YASSERI: Your Honor, Mr. Hilgenfeld has made some of
5 these arguments to us in prior conversations. Not all of the
6 arguments that were present -- presented today were shared with
7 us. But I can say this, that the General Counsel would oppose
8 such a request because the single employer status of
9 Centerline, Olympic Tug & Barge, and Leo Marine as set forth in
10 the opposition to the motion to sever is not purely a remedial
11 issue. It goes to the very heart of what happened with respect
12 to case 19-CA-273771. It's the unlawful reassignment of
13 bargaining unit (audio interference) case. Leo Marine and
14 Olympic Tug & Barge were the entities that were given that
15 work. This issue is integrated and interrelated with -- the
16 single employer issue is interrelated with the issues at the
17 heart of that case, which we know there is no dispute that that
18 case is going forward at hearing.

19 So again, the General Counsel cannot agree to enter into
20 any type of settlement agreement that includes some type of
21 nonadmissions language regarding the fact that -- related to
22 the single employer status of Olympic Tug & Barge, Centerline,
23 and Leo Marine, as Mr. Hilgenfeld has expressed that his
24 clients would like included.

25 JUDGE SANDRON: Now, I guess, Mr. Hilgen -- Hilgenfeld,

1 the laid off employees that are named in the complaint, they
2 would still -- under your proposal -- they would still -- that
3 would still go to hearing?

4 MR. HILGENFELD: Your Honor, those would -- tho -- first,
5 they're not laid off, so we dispute that characterization from
6 the General Counsel. But that issue regarding Westoil Marine
7 Services, Centerline, Harley Marine Financing, would go
8 forward. And to the extent there's any remedy going forward --
9 what we're presenting to you, Your Honor, is the settlement
10 proposal that was presented to us. And under the consent
11 orders, we do not need the General Counsel's authorization. So
12 I think if you look at that that's going forward.

13 To the extent they think it's a past remedial measure, if
14 they are using cases where Harley Marine Financing was not
15 involved to bind them, that is further -- inappropriate for the
16 use of the Regional Director's decision. They're binding
17 nonparties to that decision.

18 JUDGE SANDRON: All right. Well, it's a little hard to --
19 I think we need to see in writing what you're talking about.
20 But also have the Charging Parties reviewed what's being
21 proposed? I don't know if you've had a chance to review --

22 MR. IGLITZIN: No -- no one has shared -- no one has
23 shared either draft of what the General Counsel's proposed or a
24 draft of what Mr. Hilgenfeld has --

25 JUDGE SANDRON: All right.

1 MR. IGLITZIN: -- proposed.

2 JUDGE SANDRON: And Ms. -- and Ms. Yufa, have you seen
3 these proposals?

4 MR. WOJCIECHOWSKI: Your Honor --

5 JUDGE SANDRON: Oh, excuse me. I guess, Mr. -- I'm sorry.
6 I'll have to do it phonetically and say Wo -- say it again.

7 MR. WOJCIECHOWSKI: Wojciechowski.

8 JUDGE SANDRON: Wojciechowski? Is that --

9 MR. WOJCIECHOWSKI: Yeah. That's right. Thank you.
10 And -- and no, it's same -- same answer as Mr. Iglitzin.

11 JUDGE SANDRON: All right.

12 MR. WOJCIECHOWSKI: We haven't seen anything.

13 JUDGE SANDRON: All right. Well, I -- I think these
14 proposals needs to be shared with the Charging Parties so that
15 they have an opportunity to see what's been presented by the
16 General Counsel and then what the Respondent is proposing. As
17 I've sta -- said before, you know, settlement is something that
18 can be explored even after the start of the trial. And I
19 already set out, I think in my pre-conference call guidelines,
20 what we can do as far as settlement efforts, and I would just
21 point out that any proposals or counterproposals that the
22 parties make for settlement are -- are not going to be
23 considered as far as evidentiary matters. And that -- that
24 should just be clear at the outset.

25 So I think it would be very helpful at this point --



1 apparently, there is -- I don't know how open the door is for
2 settlement, but I -- I think it would be very helpful if the
3 General Counsel and Respondent can share their proposals with
4 the Charging Parties. And perha -- I don't know if there'll be
5 a way around the single employer issue, but the parties can
6 maybe discuss among yourselves what might satisfy everyone as
7 far as this case. And we -- we don't really know that until
8 the parties confer.

9 Now, the only thing I would say is I'm willing to be
10 involved in settlement discussions if all parties are in
11 agreement as much as you see fit. I -- I'm available, so if at
12 a certain point we can have discussions off the record for
13 settlement, I -- I'm glad to be involved, if the parties agree.
14 And I can play whatever role you're comfortable with. And
15 if -- if you prefer that it just be between yourselves, that's
16 fine as well.

17 MR. HILGENFELD: Your order -- Your Honor, just for the
18 record, I mean, we are making a motion for a consent order.
19 The parties are not going to be able to agree. We've gone
20 lengthy periods of time talking with the General Counsel on the
21 single employer issue. The consent order does not require that
22 agreement of the parties. We're perfectly happy to provide the
23 settlement agreements to the Unions, and will do so. But that
24 will still be before you.

25 JUDGE SANDRON: All right. Well, as you know, one of the

1 factors that's considered is the position of the General
2 Counsel and the Charging Parties. So if they oppo -- oppose
3 the settlement that you're proposing, that is a factor that is
4 considered, and it is an important factor. It's not
5 necessarily dispositive, but it is definitely an important
6 factor in deciding whether to accept it. So I think those
7 proposals should be shared with the Charging Parties and -- and
8 see if there are any -- if there's any way around the issue.
9 And I see, from what you've said, that the single employer
10 issue is -- is the most important, but if there is a way to
11 fashion any kind of language in the settlement that the General
12 Counsel and Charging Parties would not see as a problem, that's
13 something to consider. However, I think if you're talking, Mr.
14 Hilgenfeld -- you're not talking about a consent order
15 concerning all of the cases, so there would still be litigation
16 involved as far as some of the charges. And -- and in that
17 situation, evidence that is involved with the other charges
18 might still be relevant on the remaining allegations, so I'm
19 not sure that that would really resolve all of the issues here.

20 MR. HILGENFELD: It won't resolve all the issues, Your
21 Honor. There is one case that will go forward for as long as
22 it needs to go forward. The other cases we have an --

23 JUDGE SANDRON: Well --

24 MR. HILGENFELD: -- opportunity to resolve them now, which
25 will shorten the period of time.

1 JUDGE SANDRON: All right. Well, I suggest you file a
2 motion, and I'll give the parties an opportunity to respond --
3 the -- the General Counsel and the Charging Parties -- and I'll
4 make a decision. But again, we're not talking about a consent
5 order that would resolve all of the cases. There would still
6 be outstanding allegations, and if it appears that the subject
7 matters of the charges that you're proposing be the subjects of
8 a consent order -- if those have a bearing on the remaining
9 charges, then I'm not likely to approve a consent order. But
10 you can go ahead and file your motion, and we'll give the
11 parties an opp -- the other parties an opportunity to respond.

12 And again, I think it would be helpful if the General
13 Counsel and the Respondent share their proposals with opposing
14 counsels. And if -- depending on whether the General Counsel
15 and the Charging Party seem prejudice to remaining cases if
16 there's an approval of a settlement agreement, if -- well, of
17 course, if they agree, it's not a consent order; it's a
18 settlement agreement. So the -- maybe before the next -- we
19 resume next Monday, you can discuss that further, and Mr.
20 Hilgenfeld, you can file your motion to approve the consent
21 order, and then opposing counsels can file any responses.

22 MR. HILGENFELD: Understood, Your Honor.

23 JUDGE SANDRON: Now, again, though, if -- if the Charging
24 Parties see any poss -- well, anyway, you can discuss that.
25 Again, I -- I think you need to really maybe consult with

1 General Counsel with the Charging Parties and see where things
2 stand. And I'll -- I'll look at the motion for -- for a
3 consent order. But I would just point out again if it's not
4 going to resolve all of the charges then I'm less likely to --
5 to approve it. So do the Charging Party's counsels have any --
6 anything they wish to have asked that of the General Counsel
7 and the Respondent? Do -- does either -- either Union's attorney
8 ha -- have anything you wish to add at this point?

9 MR. IGLITZIN: I have nothing to add, because it's
10 literally Greek to me. I have no idea what the settlement
11 terms -- either as proposed by the GC or as proposed by --

12 JUDGE SANDRON: All right.

13 MR. IGLITZIN: -- (indiscernible, simultaneous speech)
14 are.

15 JUDGE SANDRON: Right. Well, I think he definitely nee --
16 you and your -- I guess, sister counsel, so to speak -- need to
17 really review those, and -- Mr. Wojciechowski, do you -- do you
18 have anything you'd like to add in addition --

19 MR. WOJCIECHOWSKI: No, not -- not -- nothing at this
20 point, Your Honor. Thank you.

21 JUDGE SANDRON: All right. Well, if -- today is Tuesday.
22 I'll -- I'll -- I'll be in tomorrow, and then I'll be away for
23 the rest of the week. But yes, Mr. Hilgenfeld, did you --

24 MR. HILGENFELD: Oh, one last issue. We do have an
25 outstanding subpoena that was served on the IBU. We've not

1 received a response on that subpoena. I don't know if Dmitri
2 has a response or not.

3 MR. IGLITZIN: Yes. Your Honor, apparently, the
4 Respondents sent a subpoena via email to an IBU agent in
5 Southern California. We will have a petition to revoke, that
6 should be filed sometime today.

7 JUDGE SANDRON: All right. Well, I'll look at it when
8 I -- when I see the subpoena and the motion to revoke.

9 MR. IGLITZIN: Thank you.

10 JUDGE SANDRON: All right. Well, again, I'll -- I'll be
11 available tomorrow -- excuse me -- if there's -- if any of
12 you -- or if -- if counsels feel it would be helpful to have a
13 call on -- or I guess we could do a Teams meeting call. Or --
14 or we could do it by Zoom again, either on or off the record
15 if -- if the parties wish. If there are any issues that come
16 up by tomorrow, either as far as these issues we've discussed
17 or settlement. Let Ms. Heflin (phonetic throughout) know
18 and -- and we'll set something up. And if not, we're -- we're
19 scheduled to resume next Monday at 12:00 noon eastern time, 9
20 a.m. Pacific time. Okay. If -- if there's nothing further
21 then, we will go off the record at this time. Okay. We're off
22 the record.

23 **(Whereupon, the hearing in the above-entitled matter was**
24 **recessed at 9:41 a.m. until Monday, August 8th, 2022 at 9:00**
25 **a.m.)**



C E R T I F I C A T I O N

This is to certify that the attached proceedings, via Zoom videoconference, before the National Labor Relations Board (NLRB), Region 27, Case Numbers 19-CA-273208, 19-CA-273220, 19-CA-273226, 19-CA-273928, 19-CA-273985, 19-CA-273771, 19-CB-273986, 21-CA-273926, Leo Marine Services, Inc., Olympic Tug & Barge, Inc., and Centerline Logistics Corporation and Olympic Tug & Barge, Inc. and Centerline Logistics Corporation and Leo Marine Services, Inc. and Centerline Logistics Corporation, Westoil Marine Services, Inc., and Harley Marine Financing, LLC and Inlandboatmen's Union of the Pacific Centerline Logistics Corporation, Leo Marine Services, Inc., and Olympic Tug & Barge, Inc. and International Organization of Masters, Mates & Pilots, AFL-CIO, held at the National Labor Relations Board, Region 27, National Labor Relations Board,, Region 21, 312 North Spring Street, Tenth Floor, Los Angeles, California 90012, on August 2, 2022, at 9:05 a.m. was held according to the record, and that this is the original, complete, and true and accurate transcript that has been compared to the reporting or recording, accomplished at the hearing, that the exhibit files have been checked for completeness and no exhibits received in evidence or in the rejected exhibit files are missing.



JACQUELINE DENLINGER
Official Reporter



OFFICIAL REPORT OF PROCEEDINGS

REGION 21

Leo Marine Services, Inc., Case Nos. 19-CA-273208
Olympic Tug & Barge, Inc., and
Centerline Logistics
Corporation,

Olympic Tug & Barge, Inc. 19-CA-273220

Centerline Logistics 19-CA-273226
Corporation, 19-CA-273928

Leo Marine Services, Inc. 19-CA-273985

19-CA-273771

Seafarers International Union, 19-CB-273986

Inlandboatmen's Union of the
Pacific,

Centerline Logistics
Corporation, Leo Marine
Services, inc., and Olympic
Tug & Barge, Inc.

21-CA-273926

and

International Organization of
Masters, Mates & Pilots, AFL-
CIO.

Place: Los Angeles, California (Via Zoom Videoconference)

Dates: August 8, 2022

Pages: 30 through 161

Volume: 2

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Phoenix, AZ 85020
(602) 263-0885



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 21

<p>In the Matter of: LEO MARINE SERVICES, INC., OLYMPIC TUG & BARGE, INC., AND CENTERLINE LOGISTICS CORPORATION</p>	<p>Case Nos. 19-CA-273208</p>
<p>and</p>	
<p>OLYMPIC TUG & BARGE, INC.</p>	<p>19-CA-273220</p>
<p>and</p>	
<p>CENTERLINE LOGISTICS CORPORATION</p>	<p>19-CA-273226 19-CA-273928</p>
<p>and</p>	
<p>LEO MARINE SERVICES, INC.</p>	<p>19-CA-273985</p>
<p>and</p>	
<p>CENTERLINE LOGISTICS CORPORATION, WESTOIL MARINE SERVICES, INC., AND HARLEY MARINE FINANCING, LLC</p>	<p>19-CA-273771</p>
<p>and</p>	
<p>SEAFARERS INTERNATIONAL UNION</p>	<p>19-CB-273986</p>
<p>and</p>	
<p>INLANDBOATMEN'S UNION OF THE PACIFIC</p>	
<p>and</p>	

CENTERLINE LOGISTICS
CORPORATION,
LEO MARINE SERVICES, INC., AND
OLYMPIC TUG & BARGE, INC.

21-CA-273926

and

INTERNATIONAL ORGANIZATION OF
MASTERS, MATES & PILOTS, AFL-
CIO

The above-entitled matter came on for hearing, via Zoom
videoconference, pursuant to notice, before **IRA SANDRON**,
Administrative Law Judge, at The National Labor Relations
Board, Region 21, 312 North Spring Street, Suite 10150, Los
Angeles, CA 90012, on **Monday, August 8, 2022, 9:12 a.m.**



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I N D E X

<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>VOIR DIRE</u>
Antonio Amalfitano	105				

E X H I B I T SEXHIBITIDENTIFIEDIN EVIDENCE**General Counsel:**

GC-2

43

43

GC-3 (a) through 3 (e)

43

46

GC-4

125

129

GC-5

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GC-6

139

141

Joint Exhibit:

J-1

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P R O C E E D I N G S

JUDGE SANDRON: On the record. This is Administrative Law Judge Sandron in the continued trial in Leo Marine, et al. We, unfortunately, do not have the courtroom deputy who was supposed to be available to assist me with the trial. And the -- and as I've explained to the parties, I'm not able to handle both the controls and proceeding as the judge in the trial. So as soon as I have word that we do have a courtroom deputy available, I will let all the parties know by email. And you can still use the same dial-in for today, and then we'll just get -- we'll start, at that point, with continuing the trial.

So I apologize for the issue, but apparently, there's been a problem with the assigned courtroom deputy, Alisa Jones, being present today. So we'll go off the record at this time and resume, hopefully, very soon.

UNIDENTIFIED SPEAKER: Thank you, Your Honor.

JUDGE SANDRON: Off the rec --
(Off the record at 9:13 a.m.)

JUDGE SANDRON: Okay. We're back on the record. Fortunately, we have been able to get Brian DiCrocco, from the San Francisco office of the Division of Judges, to serve as the courtroom deputy today.

I'm going to make some preliminary remarks before we go



1 forward. I wanted to say at the outset, I'm prepared today to
2 rule on the Respondent's motion to reconsider, as well as the
3 Respondent's motion for entry of a consent order. I
4 understand, from looking at my email, that there have been
5 additional motions filed. I have not had an opportunity to
6 review them, and I will defer making any rulings until a later
7 point, so that we don't unnecessarily further delay the start
8 of the evidentiary portion of this trial.

9 As I said earlier, when we were not on the record, because
10 I thought we were being recorded, I'll have to repeat certain
11 statements. My twin goals today are to ensure efficient and
12 effective use of hearing time, and avoid unnecessary expense
13 and effort, both for the government and other parties, and to
14 provide a fair hearing and full due process for all parties.

15 I emphasize certain points to counsels. Proceedings
16 before NLRB ALJs are formal in nature and shall, "So far as
17 practicable," be conducted in accordance with the rules of
18 evidence applicable in United States district courts. This is
19 in Section 10(b) of the Act, and the Board's rule, Section
20 102.39. In this regard, the Federal Rules of Evidence, or FRE,
21 provide useful guidance, but they're not necessarily strictly
22 enforced. See International -- I-N-T apostrophe l -- Business
23 Systems, 258 NLRB 185, 185 fn. 5, (1981), enfd. mem. 659 F.2d
24 1069, (3d Cir. 1983).

25 Rule 403 of the FRE provides that although relevant,

1 evidence may be excluded if its probative value is
2 substantially outweighed by the danger of unfair prejudice,
3 confusion of the issues, or by considerations of undue delay,
4 waste of time, or needless presentation of cumulative evidence.
5 Finally, Rule 611(a) provides that the Court shall exercise
6 reasonable control over the mode and order of interrogating
7 witnesses and presenting evidence so as to: (1) make the
8 interrogation and presentation effective for the ascertainment
9 of the truth; (2) avoid needless consumption of time; and (3)
10 protect witnesses from undue harassment or embarrassment.

11 Consistent with this, Section 102.35(a)(6) of the Board
12 rules provides that I have authority to regulate the course of
13 the hearing. Exceptions to my rulings are automatic.
14 Moreover, during the course of the trial, any counsel who feels
15 that I made any erroneous ruling may, under Section 102.6 of
16 the Board's rules, request special permission from the Board to
17 directly appeal my ruling.

18 As I've stated earlier, I encourage stipulations of fact
19 and of documents. And I emphasize that a stipulation to a fact
20 or the authenticity of a document is not necessarily the
21 concession to relevance, and a caveat to that effect can be so
22 stated.

23 Opposing counsel should wait until a question is finished
24 before interposing an objection. If an objection is made to a
25 question, the attorney who asked the question should not

1 respond unless I request a response. If I feel I can make a
2 ruling without further input from the attorney who asked the
3 question, I will do so. Counsel should not interrupt a
4 witness' answer unless it's patently clear that the answer is
5 nonresponsive, narrative, or otherwise inappropriate. Under no
6 circumstances should counsels interrupt me or engage in verbal
7 sparring.

8 As I stated earlier, only one counsel for a party shall
9 conduct direct examination, and cross-examination, and
10 interpose objections to questions asked of a particular witness
11 by opposing counsel. And co-counsels may alternate witnesses
12 as they see fit, but only one attorney per witness.

13 And as I have stated earlier, also, because we're dealing
14 with a -- with many issues here and different cases, counsel
15 should state in advance as to what allegations the witness will
16 testify, so -- to avoid confusion.

17 This goes to counsels, and this should be also relayed to
18 witnesses. It's important that everyone speaks loudly and
19 clearly enough so that you're properly recorded. If the court
20 reporter feels there's any problem with that, she has my
21 authorization to interject, because it's critically important
22 that what is stated is correctly transcribed. Cell phones
23 should be off when we're on the record. One person should
24 speak at a time.

25 The first time a name is mentioned on the record it should

1 be spelled, because spelling cannot be assumed. John can be
2 J O-H-N. It can be J-O-N. It can be J-E-N -- J-E-A-N. Kris
3 can be K-R-I-S or C-H-R-I-S. And I had a case where the name
4 of the street was Rubi, but it wasn't spelled R-U-B-I (sic); it
5 was spelled R-U-B-I. If counsel knows spelling and a witness
6 doesn't, counsel is free to provide it. And the same holds
7 true if the gender of the named person is ambiguous, such as
8 Pat, then the gender should be set out as early as possible.

9 During the course of testimony counsels and witnesses
10 should refer to a person by last name rather than first name,
11 unless the first name is in a quotation. So I urge counsels to
12 keep those directives in mind as we go forward with the trial.

13 I believe there were a couple of additional motions that
14 were filed just this morning. I have not had an opportunity to
15 review them, and I will defer making a ruling on those until a
16 later point, so we don't further delay the evidentiary portion
17 of this trial. I am prepared, however, to address two motions
18 that the Respondent filed, having read the motions and the
19 oppositions thereto.

20 So I will go ahead and do that now, before we go further.
21 The Respondent's August 5th, 2022, motion to reconsider my
22 August 1st and 2nd orders limiting evidence on a single
23 employer status is denied. The Respondent has not persuaded me
24 that my analysis or conclusions were erroneous. The motion
25 avers -- avers numerous procedural errors in the conduct of the

1 representation case hearing, and substantive errors in the
2 decision and direction of election. However, as appendix 8 of
3 the motion indicates, all of these arguments are contained in
4 the Respondent's re -- request for review of the decision and
5 direction of election that is now pending before the Board.
6 And I will not presume to impinge on the Board's authority to
7 determine whether those arguments have merit, and that the
8 Regional Director wrongfully concluded that Centerline
9 Logistics, Olympic Tug & Barge, and Leo Marine Services are a
10 single employer.

11 The Respondent's August 5th -- 4th motion for entry of the
12 consent order is denied. I agree with the arguments that the
13 General Counsel, joined by Charging Party Masters, Mates &
14 Pilots, advanced in its opposition to the motion. I have
15 weighed all of the circumstances, as per UPMC Presbyterian
16 Shadyside, 365 NLRB No. 153 (2017), which applied the factors
17 set out in Independent Stave, 297 (sic) NLRB 740 (1987). I
18 disagree with the Respondent that factor 2, whether the
19 settlement is reasonable in light of the nature of the alleged
20 violations and the risk inherent in litigation militates in its
21 favor.

22 On the contrary, the proposed consent order does not
23 settle all the allegations of the complaint, and leaves
24 unresolved the fundamental issue of the single employer status,
25 which is at the heart of the dispute between the parties. Its

1 approval would therefore lead to piecemeal litigation, and a
2 strong likelihood that such litigation would be greatly
3 prolonged, and place an undue burden on the General Counsel and
4 the Charging Parties. So those are my rulings on those two
5 motions.

6 So is there any -- now, is there anything else before we
7 begin the testimonial portion of the trial?

8 MS. YASSERI: Yes, Your Honor. On behalf of the General
9 Counsel, we do have a number of preliminary items to go over.

10 JUDGE SANDRON: All right. You know, if -- if they're
11 going to get into areas that have -- have not been dis --
12 discussed already, then we -- we'll probably have to take a
13 recess, if you're going to bring up any new -- new matters, but
14 go ahead.

15 MS. YASSERI: One thing I wanted to note, Your Honor, was
16 that we are monitoring the participants list, and we wanted to
17 let you know that Mr. Antonio Amalfitano will be serving as one
18 of the General Counsel's witnesses. But he's currently on the
19 Zoom platform because he has also been identified as the party
20 representative for Charging Party MMP.

21 JUDGE SANDRON: All right. Can you spell his name for the
22 record?

23 MS. YASSERI: Antonio, first name, A-N-T-O-N-I-O. Last
24 name, Amalfitano, A-M-A-L-F-I-T-A-N-O.

25 JUDGE SANDRON: Okay. I see it on there. So he will be



1 the party representative for (audio interference) -- what's the
2 abbreviation, MMP? Is that --

3 MS. YASSERI: Yes. Masters, Mates & Pilots.

4 JUDGE SANDRON: Is --

5 MS. YASSERI: Yeah.

6 JUDGE SANDRON: -- that correct?

7 MR. WOJCIECHOWSKI: That's right, Your Honor.

8 JUDGE SANDRON: All right. So he -- he will -- he then
9 can participate throughout. Any other preliminary matters that
10 you wish to raise?

11 MS. YASSERI: Just a -- another couple of users that we do
12 not know who they are. You -- Zoom User, we are unsure who
13 that participant is. And I see --

14 JUDGE SANDRON: All right.

15 MS. YASSERI: -- another entry of -- referenced as iPhone.

16 JUDGE SANDRON: All right. Well, we can -- we can get --
17 we can see who those individuals are. Do you want to do that
18 on the record or off the record?

19 MS. YASSERI: We would prefer that that be done off the
20 record, Your Honor.

21 JUDGE SANDRON: All right. We're off the record.

22 (Off the record at 10:32 a.m.)

23 JUDGE SANDRON: Okay. Any oth -- any other preliminary
24 matters?

25 MS. YASSERI: Yes, Your Honor. If I may, one thing we

1 wanted to confirm is whether General Counsel's Exhibits 1 and 2
2 were received into evidence. If we can get confirmation from
3 our court reporter with respect to those two exhibits.

4 JUDGE SANDRON: All right. Well, I believe they --

5 THE COURT REPORTER: GC-1 was -- I'm sorry, Judge.

6 JUDGE SANDRON: Oh, okay. I believe they were, but --

7 THE COURT REPORTER: GC-2 was not, Judge. GC-1 was.

8 JUDGE SANDRON: Oh, GC-1 was?

9 THE COURT REPORTER: There was an objection -- yes -- to
10 GC-2.

11 JUDGE SANDRON: Oh, that's right. We were -- we -- that
12 was going back, I think, to the issue of the single employer
13 status and -- and the decision and direction of election.
14 It's -- it is received now. It's been the subject of motions,
15 and oppositions, and my order, so it is received.

16 **(General Counsel Exhibit Number 2 Received into Evidence)**

17 MS. YASSERI: Thank you, Your Honor. And at this time I'd
18 like to also offer into evidence an additional set of formal
19 papers. It's General Counsel's Exhibits 3(a) through 3(e),
20 with 3(e) being an index and description of the entire exhibit.
21 This exhibit has been uploaded to SharePoint already, and the
22 General Counsel now offers these formal papers, GC Exhibits
23 3(a) through 3(e), into evidence at this time.

24 JUDGE SANDRON: Mr. DiCrocco, is it possible to pull up
25 the SharePoint? I haven't actually seen the document. I don't

1 know if Employers' counsel has seen --

2 Have you seen them, Mr. Hilgenfeld, yet?

3 MR. HILGENFELD: I have not, Your Honor. I'm pulling them
4 up right now.

5 JUDGE SANDRON: Okay. Well, maybe Mr. DiCrocco can --

6 MR. DICROCCO: Judge Sandron --

7 JUDGE SANDRON: Yes?

8 MR. DICROCCO: -- I don't have access to the SharePoint.

9 JUDGE SANDRON: Oh.

10 MR. DICROCCO: I have sent an email to --

11 JUDGE SANDRON: Oh, all right.

12 MR. DICROCCO: -- SharePoint help, asking them to give me
13 access, but I haven't heard back yet.

14 JUDGE SANDRON: All right.

15 MR. DICROCCO: It's possible that might take a little bit.

16 MS. YASSERI: Your Honor, we'd be happy to email you
17 and -- and the parties, within a minute or so, with the -- with
18 the General Counsel's Exhibit 3, if --

19 JUDGE SANDRON: All right.

20 MS. YASSERI: -- that would be helpful.

21 JUDGE SANDRON: Okay. Why don't you do that.

22 MS. YASSERI: Okay.

23 JUDGE SANDRON: And -- and so we can go off the record for
24 a moment while Mr. Hilgenfeld reviews them. Have -- have
25 oppose -- have the charging parties seen those exhibits?

1 MR. WOJCIECHOWSKI: I have, Your Honor.

2 MR. IGLITZIN: I have not yet, Your Honor, but I will.

3 JUDGE SANDRON: All right. Well, we'll -- we'll just take
4 maybe like five minutes. We'll go off the record for five
5 minutes. Off the record.

6 (Off the record at 10:37 a.m.)

7 JUDGE SANDRON: Let's go on the record. Have all parties
8 seen General Counsel Exhibit 3 for identification?

9 MR. IGLITZIN: The IBU has, Your Honor.

10 MR. HILGENFELD: Respondent --

11 MR. WOJCIECHOWSKI: The MMP has --

12 MR. HILGENFELD: -- has seen --

13 MR. WOJCIECHOWSKI: -- as -- sorry. And the MMP has.

14 MR. HILGENFELD: And the Respondents have as well, Your
15 Honor.

16 JUDGE SANDRON: Any objections to its receipt?

17 MR. HILGENFELD: The Respondents have the same ongoing
18 objection --

19 JUDGE SANDRON: All right.

20 MR. HILGENFELD: -- regarding 3(b), Exhibit 1, the
21 Regional Director's decision. We understand the Court's
22 ruling, however --

23 JUDGE SANDRON: All right.

24 MR. HILGENFELD: -- on that.

25 JUDGE SANDRON: All right. Your -- your position is

1 noted. General Counsel Exhibit 3 is received.

2 **(General Counsel Exhibit Number 3(a) through 3(e) Received into**
3 **Evidence)**

4 JUDGE SANDRON: Okay. Ms. Yasseri?

5 MS. YASSERI: Thank you, Your Honor. Yes. At this time
6 we'd also like to talk about some stipulations to facts
7 regarding some denials in Respondent's answer, that were not
8 cured in Respondent's amended answer, that we'd like to enter
9 into the record.

10 JUDGE SANDRON: Okay. Do you -- do you -- if they're
11 fairly short, it's probably fine to do them -- them orally.
12 If -- if they're longer, do you -- do you think it might be
13 better just to make them exhibit -- either joint exhibit --

14 MS. YASSERI: It won't take that long, Your Honor.

15 JUDGE SANDRON: All right.

16 MS. YASSERI: They're essentially four items. I can --

17 JUDGE SANDRON: Okay. Fine.

18 MS. YASSERI: -- just do -- thank you, Your Honor. With
19 regard to -- to the 2(11) supervisory status and 2(13) agency
20 status, we asked Respondent's counsel whether Respondents would
21 stipulate that Matthew Godden is a 2(11) supervisor.

22 JUDGE SANDRON: Oh, do --

23 MS. YASSERI: Respondents --

24 JUDGE SANDRON: Do me a fa -- just do me a favor. Could
25 you spell names for the first time --

1 MS. YASSERI: Oh.

2 JUDGE SANDRON: -- so it's --

3 MS. YASSERI: My --

4 JUDGE SANDRON: -- in the record?

5 MS. YASSERI: My apologies, Your Honor. Yes. Matthew
6 Godden. Matthew, M-A-T-T-H-E-W, Godden, G-O-D-D-E-N.

7 JUDGE SANDRON: Okay. And there was another supervisor
8 alleged?

9 MS. YASSERI: Not yet, Your Honor. No.

10 JUDGE SANDRON: Okay.

11 MS. YASSERI: Resp -- Respondent's counsel agreed to
12 stipulate that Mr. Godden is a supervisor of Centerline, and
13 that he is an officer for all of the companies at issue.
14 Whether he is acting as an agent for one of those companies
15 depends on the circumstances involved.

16 Furthermore, Respondents Centerline, Olympic Tug & Barge,
17 Leo Marine, Westoil, and Harley Marine Financing stipulate that
18 they are employers engaged in commerce within the meaning of
19 the Act.

20 Respondents Centerline, Olympic Tug & Barge, Leo Marine,
21 Westoil, and Harley Marine Financing also stipulate that
22 Charging Parties IBU and MMP, and that Seafarers International
23 Union are labor organizations within the meaning of the Act.

24 Lastly, Respondent Harley Marine Financing stipulates that
25 it is a Delaware limited liability company, with a PO box

1 address of 94247, Seattle, Washington 98124, as its principal
2 business office.

3 JUDGE SANDRON: We'll -- we'll assume that the charging
4 parties join in those stipulations.

5 Mr. Hilgenfeld, do you join in those stipulations?

6 MR. HILGENFELD: We do, Your Honor.

7 JUDGE SANDRON: All right. They are received.

8 MS. YASSERI: Thank you, Your Honor. All right. And Your
9 Honor, just a few other items. We wanted to sort of bring to
10 your attention some issues that we've had with the Respondents
11 document production. On Tuesday, August 2nd, we received a
12 hard drive with over 82,000 separate files saved on the R --
13 the hard drive. In reviewing some of those documents, during
14 the limited time that we had last week, we've noticed a number
15 of deficiencies with the document production.

16 Now, there's no dispute that we -- we did anticipate a
17 very voluminous document production, given that we issued five
18 separate subpoenas to each of the named Respondents, but what
19 we didn't anticipate was that the document production be
20 riddled with deficiencies. And I'd like to just note for the
21 record what some of those are.

22 We've noticed a number of nonresponsive documents included
23 in the production, which has caused further delay in the review
24 of the documents for the General Counsel. We've noticed a lot
25 of duplicate documents in the production, where the same email

1 has been produced six, seven, eight times, with different Bates
2 label numbers. We also want to highlight that there's a
3 rolling production. We received a jump drive on Thursday that
4 we attempted to open the very next day, on Friday, but the
5 files were corrupted, and we alerted Respondent's counsel of
6 this issue. But Your Honor, the mo -- the -- the most glaring
7 deficiency is the fact that certain responsive emails have not
8 been provided to us, and I'll sort of highlight this for your
9 attention.

10 We alerted Respondent's counsel of this deficiency, and he
11 informed us that that was because we had requested emails in
12 their native format. But requesting an email in a native
13 format does not absolve Respondents of their obligation to
14 produce responsive documents. For example, there's one
15 specific email that referenced an attachment as part of that
16 email thread. When we asked Respondent's counsel for that
17 initiating email with the attachment, we were initially told
18 that they did not have the time to go searching for records and
19 that they had fully responded. We did receive an e -- email
20 this morning that Mr. Hilgenfeld is making an attempt to reach
21 out to his client for that initiating email, but we'd just like
22 to express these concerns for the record because it has caused
23 further delay and prejudiced the General Counsel.

24 Lastly, we're still -- we still have not received a
25 privilege log. I --

1 JUDGE SANDRON: Okay.

2 MS. YASSERI: -- understand that there's been some
3 protections asserted regarding privilege, and we still have not
4 received the log. Ultimately, Your Honor, we bring these
5 issues to your attention because we ha -- would like to reserve
6 the right to recall witnesses, given these delays and
7 deficiencies.

8 JUDGE SANDRON: Mr. Hilgenfeld, do you want to first
9 respond to the oth -- other alleged -- to the alleged
10 deficiencies, and then to the privilege log matter?

11 MR. HILGENFELD: Certainly, Your Honor. We fully
12 responded, Your Honor. As we alerted the Court, as we have
13 alerted General Counsel, there's over half a million documents
14 we've tried to go through in a very, very, very short period of
15 time. We have gone through that. The nonresponsive documents
16 that Counsel talks about, we knew there was going to be
17 nonresponsive documents. We provided them with search terms to
18 use in email. When the search term comes through, it's
19 necessarily going to have nonresponsive documents. Not only
20 did they -- General Counsel okay our search terms, they
21 actually included additional search terms. When we came back
22 and said, this is going to include additional nonresponsive
23 documents, General Counsel said, that's fine; they want them.
24 We have provided them.

25 As far as the duplicates, when you go through -- how we

1 have done this is, using the search term, each search term gets
2 put into different things. It is very possible one document
3 may be connecting with multiple search terms. We have not been
4 able to go through 80,000 documents. It would be impossible to
5 do so. Most of these cases, on this type of discovery, would
6 have been months, and months, and months to provide. We've
7 done this in about three and a half weeks.

8 On the rolling discovery, it is absolutely true we
9 provided two supplemental responses. We are continuing to
10 look. If we find responsive materials, we will respond to
11 them. The actual responsive document that Ms. Yasserli re --
12 references, she is misstating what was stated. What she said
13 originally was, this document doesn't have an attachment. And
14 we said, no, it doesn't. It's an attachment. If you look at
15 this email in native format, that document by itself does not
16 have an attachment. She then later clarified that it was a
17 document referenced below in the email. We have looked. Of
18 the half a million documents, it was not in what was provided.
19 We have gone back to the person. If we have it, we will
20 continue to provide it, as we're obligated to do so.

21 We have fully and completely responded. Any burden to the
22 General Counsel pales in comparison to the burden to my client,
23 and the fact they had to respond to 60 different discovery
24 requests for five different companies, and doing so in a very
25 short period of time.

1 As far as the privilege log, that was provided. I'm not
2 sure why General Counsel didn't get it. It was emailed
3 Thursday or Friday morning. They should have received the
4 privilege logs. We've created one. We'll look at it, and I
5 will see where that's at on that, but they should have a
6 privilege log.

7 JUDGE SANDRON: All right. Maybe you can check on that,
8 Ms. Yasseri. I -- I think, though, because we are not going to
9 finish this week, betwee -- in the hiatus between hearings,
10 maybe the parties can confer on the subpoena -- you know, any
11 subpoena issues that are still there. And as Mr. Hilgenfeld
12 said, if they find new documents, maybe then they can be
13 discussed or provided to the General Counsel. But -- but --
14 but I think we can see, like I said -- we could even have a --
15 I don't think we would need a status call, but again, in the
16 two weeks that we're going to be off, between this week and the
17 resumption on August 29th, maybe any additional di -- disputes
18 can be res -- resolved between --

19 MS. YASSERI: Yes, Your Honor.

20 JUDGE SANDRON: -- counsels.

21 MS. YASSERI: Thank you --

22 JUDGE SANDRON: And --

23 MS. YASSERI: -- Your Honor.

24 JUDGE SANDRON: All right. But you -- but anyway,
25 you're -- you're -- the positions of the parties are noted on

1 the record.

2 MS. YASSERI: May -- may I just address one point, Mis --
3 Your Honor, that was brought up by Mr. Hilgenfeld regarding the
4 search terms --

5 JUDGE SANDRON: Yes.

6 MS. YASSERI: -- just for clarity of the record?

7 JUDGE SANDRON: Yes.

8 MS. YASSERI: It's the General Counsel's position that
9 when we propose search terms to the Respondents during the
10 meet-and-confer process, that doesn't automatically mean that
11 any email or PDF that is a responsive hit to that search term
12 makes that document responsive. The Respondents still have the
13 burden and obligation to determine the responsive nature of
14 that document that was a result of that identified search term.
15 The pur -- the reason why we assisted Respondents in proposing
16 search terms was to alleviate the burden of production. I just
17 wanted to clarify for the record that just because we proposed
18 search terms doesn't absolve Respondents of their obligation to
19 confirm that those documents are indeed responsive.

20 JUDGE SANDRON: All right. Well, I -- I think that
21 we'll -- we'll ensure -- I -- I -- maybe it hasn't happened
22 already, but we'll ensure that the General Counsel has the
23 adequate opportunity to go through the subpoenaed records, and
24 we'll certainly make certain that the General Counsel's case is
25 not prejudiced by any of these matters that you've raised.

1 MS. YASSERI: Thank you, Your Honor. And -- and one last
2 item, Your Honor, that I had with respect to a preliminary
3 matter was making a motion to sequester witnesses pursuant to
4 Federal Rules of Evidence 615.

5 JUDGE SANDRON: Yes. The -- that's a little bit -- we can
6 do that. The -- I -- I usually -- I don't know how many
7 witnesses we -- or potential witnesses we have on the Zoom call
8 now. Do we have it -- who -- who -- or maybe we can say now,
9 of course, ea -- each -- I'm certainly willing to do that as
10 it's already been brought up. The party does have a right to
11 have one representative present throughout the hearing. So
12 before I give the witness instruction to whatever -- whoever is
13 present.

14 Mr. Hilgenfeld, would you have a -- I know you have
15 several clients, but would you have a party representative or
16 representatives that you wish to designate?

17 MR. HILGENFELD: Well, Centerline Logistics would
18 designate Dan Paige. The other clients reserve the right to
19 designate witnesses as a representative if they decide they
20 need to provide that.

21 JUDGE SANDRON: And -- and could you just spell his name
22 for the record?

23 MR. HILGENFELD: Certainly. Dan, D-A-N, Paige, P-A-I-G-E.

24 JUDGE SANDRON: Okay. Thank you. I -- I realize that
25 some names are in the complaint, but it's still always better

1 to have them spelled on the record. And -- and I think --
2 does -- General Counsel, do you wish to name somebody --
3 your -- as the General Counsel's party representative?

4 MS. YASSERI: No, Your Honor, not at this time.

5 JUDGE SANDRON: And I think we already had named -- and
6 I'm -- have to get my things straight here. Let's see. We --
7 we had -- in my notes here, according -- Antonio, I know the
8 last name is a little hard to spell or pronounce; that was
9 MMP's representative. And is he --

10 MR. RIMBACH: That's right, Your Honor, Antonio -- Mr.
11 Amalfitano.

12 JUDGE SANDRON: And Mr. Iglitzin, do you have a party
13 representative you'd like to designate?

14 MR. IGLITZIN: I will designate Jay Ubelhart,
15 U-B-E-L-H-A-R-T, who's the national president of the IBU. I
16 don't expect that he will be spending a lot of time with us,
17 but he is also a witness. So he will -- if he decides to come
18 in through in other time periods, that -- he would be our
19 representative.

20 JUDGE SANDRON: Oh, could you spell his name just one more
21 time, so I get it?

22 MR. IGLITZIN: Sure. I'm sorry. First name is Jay,
23 J-A-Y, last name is Ubelhart, U-B-E-L-H-A-R-T.

24 JUDGE SANDRON: Okay. Thank you. Do we have any other
25 witnesses that are present today? I -- parties maybe can point

1 them out. I -- I can give them the sequestration instructions.
2 If -- if -- if there are any here? Does -- does any -- do any
3 of the counsels recognize any of the names on the -- what would
4 you call it, the gallery view as witnesses that have not been
5 already designated as party representatives?

6 MR. HILGENFELD: None from the Respondent, Your Honor, but
7 there was an issue that we determined at -- middle last week
8 that we informed General Counsel of, there's an outside chance
9 that I could be called as a witness based upon labor
10 negotiations that took place. We had not anticipated that;
11 that is a possibility.

12 JUDGE SANDRON: All right. Well, thank you for bringing
13 that to my attention. I think that I -- I will delegate to
14 counsels the responsibility for sharing what I'm going to say
15 about sequestration to your respective witnesses. And that is
16 a witness should not discuss his or her testimony with any
17 other witness or potential witness during the course of the
18 trial and should only be free to discuss his or her testimony
19 with them after the trial is concluded. And similarly, a
20 witness should not discuss the testimony of other witnesses
21 with them during the course of the trial and not engage in such
22 until we have ended the evidentiary portion of the hearing.

23 Is -- is there anything else that counsels feel should be
24 included in the se -- sequestration order?

25 MS. YASSERI: Your Honor, if I may, just a clarification

1 question with respect to Mr. Paige's role. Does he hold any
2 positions with respect to the other four named Respondents?

3 MR. HILGENFELD: He does not.

4 MS. YASSERI: Thank you.

5 JUDGE SANDRON: All right. Well, then, as I stated, I --
6 I will delegate to counsels the responsibility for telling the
7 witnesses what I have ordered in my sequestration order. Okay?

8 So Ms. Yasseri, are you ready then to call your first
9 witness or is there something else?

10 MS. YASSERI: Yes. I was actually anticipating opening
11 statements, Your Honor.

12 JUDGE SANDRON: Oh, all right. That we -- we had a lot of
13 things going on here. Yes. Okay. I'll hear your opening
14 statement if the Charging Parties wish to make them. And then
15 we'll let Mr. Hilgenfeld make an opening statement now or defer
16 until the close of the General Counsel's case.

17 MR. HILGENFELD: Your Honor, and I -- just before we get
18 to opening statements, we -- we do have a subpoena issued to
19 the IBU. And I do know they filed a motion -- a petition to
20 revoke. I haven't reviewed it; they filed this morning. Just
21 to make sure we're not waiving any issues with that --

22 JUDGE SANDRON: All right.

23 MR. HILGENFELD: We can handle that later, I suspect. I
24 just wanted to make sure the record's -- we pointed --

25 JUDGE SANDRON: Yeah.

1 MR. HILGENFELD: -- that out for the record.

2 JUDGE SANDRON: Yes. I think there's -- I -- I might have
3 mentioned earlier, I -- I've not had an opportunity to review
4 the subpoena or the motion to revoke, so I -- we'll defer that,
5 so we don't delay testimony.

6 MR. HILGENFELD: Very good. Thank you, Your Honor.

7 JUDGE SANDRON: So Ms. Yasseri, do you -- do you want to
8 call your first witness?

9 MS. YASSERI: I -- I -- my apologies, Your Honor. I would
10 prefer to give -- give our opening -- start with --

11 JUDGE SANDRON: Oh --

12 MS. YASSERI: -- the opening.

13 JUDGE SANDRON: -- yes, I'm sorry. I jumped ahead again.

14 MS. YASSERI: That's okay.

15 JUDGE SANDRON: Maybe before we begin testimony, I'll be
16 able to get my video -- my camera adjusted so that I show up on
17 gallery view. Oh, go ahead. Please proceed.

18 MS. YASSERI: And before I begin, Your Honor, we just
19 wanted to let you know that we will be using some
20 demonstratives during our opening that we have uploaded to
21 SharePoint.

22 JUDGE SANDRON: Okay.

23 MS. YASSERI: And these demonstratives will be displayed
24 during our opening statements on your screen.

25 JUDGE SANDRON: They're -- they're not going to be



1 exhibits per se?

2 MS. YASSERI: We -- well, we -- we had that question for
3 you at the end, Your Honor. We're opening -- we wanted to ask
4 you if they would be -- if they were helpful to you, we could
5 certainly enter them in as exhibits.

6 JUDGE SANDRON: Well, would you have the necessary
7 foundation for them to -- to have them admitted as exhibits?

8 MS. YASSERI: Yea -- I guess, we can -- we can -- we'll
9 defer to you. At this time, we'll just use them as
10 demonstratives, Your Honor. And we will certainly try to get
11 them in through our witnesses during our case-in-chief.

12 JUDGE SANDRON: So you're uploading them to SharePoint,
13 the demonstrative?

14 MS. YASSERI: They have already been uploaded to
15 SharePoint.

16 JUDGE SANDRON: I see. Well, I mean, if you want, but we
17 don't necessarily have to have them as exhibits, but if you
18 want them maybe to be marked, then it'd be up to you later if
19 you -- if you want to try to offer them as exhibits if you're
20 able to get the necessary foundations laid. So -- let me see.
21 I think you filed them. Do -- do you want to make those --
22 give them an exhibit number for identification, and then you
23 can decide later what you want to be with them as far as
24 evidence?

25 MS. YASSERI: Yes, Your Honor. I --

1 JUDGE SANDRON: Because it -- because it might be better.
2 Your -- because you are going to be referring to them in your
3 opening statement. That's not evidence, of course, but it --
4 it may be that at a certain point you'll want to offer them.
5 So do you want --

6 MS. YASSERI: So --

7 JUDGE SANDRON: -- to make -- do you want to make those
8 for -- just for identification?

9 MS. YASSERI: Yes, Your Honor. General Counsel's Exhibit
10 155.

11 JUDGE SANDRON: Oh -- oh, I see. Do you already have --
12 well, let me see. Do you already have num -- numbers on them?

13 MS. YASSERI: Yes, Your Honor.

14 JUDGE SANDRON: Little hard to --

15 MS. YASSERI: We -- not -- not these demonstratives, Your
16 Honor, but our exhibits have been pre-numbered, so identify --
17 identifying these demonstratives as an exhibit, we -- we'd have
18 to go out of order.

19 JUDGE SANDRON: Oh, all right. Well, maybe then it'd be
20 better just to -- I don't know.

21 Mr. Hilgenfeld, do you have any thoughts on how we should
22 handle these there? I mean, -- whether we -- whether we should
23 even get into the issue of whether they may be exhibits?

24 MR. HILGENFELD: As I understand General Counsel in
25 putting these, these are purely demonstrative, so they'd

1 typically not be exhibits, so they wouldn't be actually into
2 the record. And so that's how we've looked at them. I don't
3 think that it's necessary for them to be marked and --

4 JUDGE SANDRON: All right. All right. Then why don't you
5 just go ahead, Ms. Yasseri. Just for the opening statement
6 purposes, you can refer them, and they don't need to be marked
7 at this point.

8 MS. YASSERI: Okay. Thank you, Your Honor.

9 JUDGE SANDRON: So please proceed.

10 MS. YASSERI: Okay. Your Honor, while seemingly complex
11 due to the number of entities named in the consolidated
12 complaint, these cases boil down to a very basic matter
13 involving employees in marine-petroleum transportation, an
14 industry that is crucial to our national economy.

15 Centerline Logistics Corporation, a corporate holding
16 company and four of its subsidiaries, Leo Marine Services,
17 Olympic Tug & Barge, Westoil Marine Services, and Harley Marine
18 Financing, acting together as a single employer, took away
19 their employees' rights to both choose their own representative
20 and perform their own work.

21 Respondent Leo Marine, acting as a single employer with
22 its corporate parents, Respondents Olympic Tug & Barge and
23 Centerline, did this by providing assistance to and prematurely
24 recognizing one Union, the Seafarers International Union,
25 commonly known as the SIU over two competing maritime Unions,

1 Charging Party Inlandboatmen's Union of the Pacific, commonly
2 known as the IBU, and Charging Party International Organization
3 of Masters, Mates, and Pilots, commonly known as the MMP.

4 In addition to this blatant interference in employees'
5 free choice to select their own union representation,
6 Respondent Centerline, acting together with its subsidiaries,
7 Respondents Westoil Marine Services, commonly known as Westoil,
8 and Harley Marine Financing unilaterally reassigned bargaining
9 unit work performed by workers already represented by the IBU
10 to its other subsidiaries, Olympic Tug & Barge, and then to Leo
11 Marine, the very entity which prematurely recognized the SIU
12 and that was intended to be a nonunion company.

13 By way of background, Your Honor, the first group of cases
14 involved Centerline, Olympic Tug & Barge, and Leo Marine. As
15 reflected on the organizational chart on your screen,
16 Centerline, a holding company headquartered in Seattle,
17 Washington, owns and operates approximately 16 subsidiary
18 companies, including Olympic Tug & Barge and Leo Marine,
19 itself, a subsidiary of Olympic Tug & Barge.

20 These companies provide tug and barge services in ports up
21 and down the West Coast, as well as the East Coast and Gulf
22 Coast of the United States. The cases before you, however,
23 involved the ports of Los Angeles and Long Beach, the two
24 largest and busiest ports in the United States, and leading
25 gateways for international trade in the Western Hemisphere.

1 The workers at issue in these cases include employees
2 performing the dangerous work of bunkering, which is the term
3 used for the loading of petroleum or bunker fuel from oil
4 terminals into tanker barges and the unloading of that fuel
5 onto a vessel. As you can see in this photo taken from the
6 deck of a bunker barge, this complex machinery requires the
7 utmost skill and care in handling this hazardous fuel.

8 JUDGE SANDRON: Oh, excuse me. Are you going down to --
9 to the -- scrolling -- you want us to scroll down? You're
10 pointing to a picture. I think on the screen is the
11 organizational chart.

12 MS. YASSERI: My apologies, Your Honor. Yes.

13 JUDGE SANDRON: Can we --

14 MS. YASSERI: Yes. This is -- that should be the
15 appropriate picture that's shown -- is --

16 JUDGE SANDRON: Is --

17 MS. YASSERI: -- one that's --

18 JUDGE SANDRON: Okay. Oh, I see.

19 MS. YASSERI: Yes.

20 JUDGE SANDRON: It's -- okay. Now we're on the second --

21 MS. YASSERI: Yes.

22 JUDGE SANDRON: -- page or slide.

23 MS. YASSERI: Yes.

24 JUDGE SANDRON: Okay. Please proceed.

25 MS. YASSERI: Thank you, Your Honor. These tankermen,

1 with the assistance of deckhands, load, and discharge fuel to
2 and from bunker barges, which are like floating gasoline
3 stations that provide fuel to vessels on water. As reflected
4 in the photo on your screen, the barges are not self-propelled
5 and require tractor tugs to pull them between locations. These
6 workers, whether tankermen, deckhands, engineers, or mates,
7 play a critical role in the marine petroleum industry. They
8 work demanding schedules in every kind of weather, day, and
9 night. Indeed, during the height of the pandemic, they were
10 deemed essential workers and showed up and performed this
11 dangerous work, exposing themselves to all kinds of health
12 risks without question or protest.

13 Unfortunately, their designation as essential workers
14 performing work out of the nation's busiest ports did not
15 translate into job security. In fact, in December of 2020,
16 these workers learned that Respondent Centerline engaged in an
17 asset swap and sold its harbor-ship-assist operations where
18 tugs essentially assist vessels in California and the Pacific
19 Northwest to Saltchuk Marine, a competitor. Respondent
20 Centerline also sold the name, brand, and equipment of its
21 subsidiaries, Starlight Marine Services and Millennium Maritime
22 to Saltchuk.

23 As part of this deal, Centerline acquired Saltchuk's
24 bunkering business in California, which is operated through
25 Saltchuk's subsidiary Foss Maritime, whose tankermen were

1 represented by Charging Party MMP at the time. Centerline also
2 acquired three bunker barges from Foss Maritime in the Los
3 Angeles and Long Beach harbors. Notably, this asset swap was
4 not about the mere exchange of equipment. Its impact was far
5 greater than that.

6 Indeed, its impact on labor rights was far reaching. The
7 asset exchange between Centerline and Saltchuk upended a number
8 of labor contracts, including some negotiated by Charging
9 Parties IBU and MMP. As a result of the asset swap,
10 Centerline's CEO and President Matthew Godden, who is also the
11 CEO and president of each of the other four named Respondents,
12 was involved in renaming Centerline subsidiary, Starlight
13 Marine Services, to Leo Marine Services, as reflected in the
14 chart on your screen.

15 Starlight Marine, whose employees were represented by the
16 Seafarers International Union, did not operate out of the ports
17 of Los Angeles and Long Beach. Starlight Marine only operated
18 out of a single facility in Alameda, California, near the San
19 Francisco Bay. But after this name changed from Starlight
20 Marine to Leo Marine, Respondent Centerline portrayed Leo
21 Marine to the public, including even to the Seafarers
22 International Union as a newly created company, one that was a
23 successor to Starlight Marine. But this, too, Your Honor, was
24 untrue.

25 The successor doctrine anticipates that there are two



1 different business operations, a predecessor, and a successor.
2 That was not the case here, Your Honor, as this was a situation
3 where a single-business enterprise merely changed its name. In
4 fact, documents filed with the California and Washington
5 Secretaries of State establish that Centerline merely renamed
6 Starlight Marine to Leo Marine, and that Leo Marine was not at
7 all a newly created corporate entity. Despite not employing a
8 majority of Starlight Marine's workforce, Leo Marine wanted to
9 reap the benefits of successorship by walking away from
10 Starlight Marine's, prior contracts with the SIU and expand its
11 operations to the Los Angeles and Long Beach harbors as a
12 nonunion company.

13 In fact, witnesses will testify that they were initially
14 told that Leo Marine was going to perform work out of the ports
15 of Los Angeles and Long Beach as a nonunion company, cutting
16 ties with the Seafarers International Union, which had
17 represented Starlight Marine employees. However, the evidence
18 will show that Leo Marine quickly learned that attempting to
19 operate nonunion in one of the most pro-union ports in the
20 nation was not going to be realistic.

21 To avoid Leo Marine being unionized by either the MMP or
22 the IBU, on February 17th, 2021, Leo Marine hastily and
23 prematurely recognized a different Union, the Seafarers
24 International Union. Workers in the marine petroleum
25 transportation industry viewed Seafarers International Union as

1 a weaker, employer-friendly union that was willing to undermine
2 employees' wages and enter sweetheart deals that were
3 detrimental to workers.

4 Indeed, once Respondent's plan was in place in a matter of
5 days, just days later, Leo Marine and the Seafarers
6 International Union bargained for and entered into a collective
7 bargaining agreement containing a union-security clause. And
8 before Leo Marine officials had even signed that agreement, Leo
9 Marine managers began directing employees to sign SIU union
10 dues deduction authorization cards as a condition of
11 employment. Your Honor, this type of arrangement is something
12 we rarely see nowadays. Keep in mind that when this
13 arrangement began, Respondent Leo Marine had not commenced
14 normal business operations in the Los Angeles and Long Beach
15 harbors and had not hired a substantial and representative
16 complement of employees until months later. Standing alone,
17 this establishes undisputedly that Leo Marine's recognition of
18 the Seafarers International Union on February 17th, 2021, was
19 premature and unlawful.

20 In fact, the evidence will show that in the Los Angeles
21 and Long Beach harbors, Leo Marine had hired only one employee,
22 a deckhand, prior to the February 17th, 2021, voluntary
23 recognition and had no equipment to perform actual bunkering
24 work. But the Respondent's unseemly and unlawful arrangement
25 was not foolproof.

1 Charging Party IBU fin -- found out that Respondent Leo
2 Marine recognized the Sea -- Seafarers International Union at a
3 time when it had not even started its operate -- operations in
4 the Los Angeles and Long Beach harbors. The IBU then requested
5 the contact information of Leo Marine's employees, which
6 Centerline and Leo Marine previously provided to the SIU. But
7 Respondents Leo Marine and Centerline refused to provide IBU
8 with that same information. The employees working out of
9 Respondent Leo Marine's San Pedro, California facility are
10 referred to in the General Counsel's consolidated complaint as
11 the Leo Marine Los Angeles unit.

12 It is anticipated that Respondent Leo Marine will argue
13 that its voluntary recognition of the SIU as the bargaining
14 representative of the Leo Marine Los Angeles unit was a lawful
15 expansion of the pre-existing unit of employees working out of
16 its Alameda, California, opera -- operations in the San
17 Francisco Bay Area, who were represented by the SIU while
18 employed by Starlight Marine.

19 However, that argument is disingenuous for two principal
20 reasons. First, this is not an issue of unit expansion, Your
21 Honor. Unit expansion principles are applied where an employer
22 has merely expanded or enlarged existing operate -- operations,
23 requiring the hiring of additional employees and the employees
24 do not constitute a separate, appropriate unit. Your Honor,
25 that is not the case here.

1 What we have here is an accretion issue as the employees
2 hired to work out of Leo Marine's new San Pedro facility were
3 never represented by the SIU. The evidence will show that Leo
4 Marine Los Angeles unit cannot be lawfully accreted into the
5 San Francisco unit because there is no significant interchange
6 between employees from these facilities and no common day-to-
7 day supervision, two factors critical to an accretion finding.
8 Indeed, evidence from the representation proceeding confirmed
9 that Leo Marine employees in Los Angeles are a separate,
10 appropriate unit.

11 Second, Leo Marine granted voluntary recognition to the
12 SIU engaging in conduct inconsistent with its position that the
13 addition of the Leo Marine Los Angeles unit was a lawful
14 expansion of the preexisting unit. Your Honor, simply stated,
15 what happened here are clear violations of Sections 8(a)(1),
16 (2), and (3) of the Act.

17 And let me emphasize that what happened here was not the
18 act of just one company. It was an orchestrated effort by
19 Centerline and its subsidiaries acting in concert as a single
20 employer. While Respondent Centerline, Olympic Tug & Barge,
21 and Leo Marine may deny they are single employer, these
22 companies hold themselves out to the public as one company, are
23 owned and managed as one company, and their operations are so
24 intertwined that it's impossible to determine where one entity
25 ends, and another entity begins.

1 In addition to the Respondents blatant interference in
2 employee's free choice to select union representation of their
3 own choosing, the second related portion of the General
4 Counsel's consolidated complaint focuses on the Respondent's
5 unilateral reassignment of bargaining unit work performed by
6 IBU-represented workers at Westoil Marine Services to Olympic
7 Tug & Barge, Centerline's nonunion subsidiary, and then
8 ultimately to Leo Marine as reflected on the chart appearing on
9 your screen.

10 JUDGE SANDRON: You want to -- you want to identify the
11 page number because you're -- I think -- are you going down to
12 page 4?

13 MS. YASSERI: I -- it's actually page 5, Your Honor.

14 JUDGE SANDRON: Page 5. Can you --

15 MS. YASSERI: Yes.

16 JUDGE SANDRON: Okay. I see. Okay. I'm on page 5. Go
17 ahead.

18 MS. YASSERI: Thank you. Thank you, Your Honor. Here,
19 Centerline subsidiary Westoil Marine Services had been
20 performing bunkering work under a contract for Chemoil and
21 later Glencore Limited, the parent company of Chemoil for
22 decades in the Los Angeles and Long Beach harbors.

23 In an elaborate ruse in October of 2020, Respondent's
24 Centerline and Harley Marine financing, yet another Centerline
25 subsidiary opened up Westoil's contract with Glencore for

1 internal bidding among Centerline subsidiaries. But this so-
2 called internal bidding was nothing more than a sham bidding
3 process, which purported to invite Centerline subsidiaries to
4 bid on this contract, including its subsidiaries on the East
5 Coast and Gulf Coast, companies with no apparent personnel,
6 equipment or operations in the Los Angeles and Long Beach
7 harbors. On December 9th, 2020, Centerline awarded Westoil's
8 contract with Glencore to nonunion subsidiary, Olympic Tug &
9 Barge, under the pretext that Westoil's bid was not competitive
10 enough.

11 However, the evidence will show that Respondent Centerline
12 and Westoil ignored the IBU's entreaties for information on how
13 to reduce labor costs in order to remain competitive for the
14 work and IBU's request to bargain over this issue. It was only
15 after Respondent Centerline and Harley Marine made the decision
16 to reassign the Glencore contract work to Respondent Olympic
17 Tug & Barge that Centerline and Westoil provided the IBU with
18 the labor-cost figures that would have enabled the IBU to make
19 informed proposals to reduce labor costs. Centerline and
20 Westoil then continued to engage in sham bargaining meetings
21 for weeks with IBU representatives, knowing full well that the
22 Respondents already decided to reassign the Glencore contract
23 to Olympic Tug & Barge and then ultimately to Leo Marine.

24 With respect to the work that Westoil had performed for
25 Glencore, the evidence will show that only the right to payment

1 was reassigned from Westoil to Harley Marine Financing. In all
2 other aspects, Westoil's contract with Glencore was never
3 Respondent Centerline or Harley Marine's Financing contract to
4 reassign. Glencore never requested that its contract with
5 Westoil be put up for rebidding or reassigned to Olympic Tug &
6 Barge and then Leo Marine. Glencore never agreed that its
7 contract with Westoil be put up for rebidding or reassigned to
8 Olympic Tug & Barge. And then Leo Marine and Glencore never
9 even knew that its contract with Westoil had been put up for
10 rebidding or reassigned to Olympic Tug & Barge and then Leo
11 Marine until months after it had been done so. This is despite
12 Westoil's contract with Glencore specifically prohibiting the
13 transfer, assignment, or delegation of any rights or
14 obligations under their contract without express written
15 consent of the other party.

16 The unilateral transfer of bargaining unit work under the
17 guise of a sham internal bidding process resulted in the layoff
18 of ten IBU bargaining unit employees from full-time scheduled
19 positions. These layoffs not only had a direct impact on ten
20 hardworking individuals who had full-time schedules and
21 guaranteed hours, but it also impacted a number of workers with
22 lower seniority on the casual list.

23 Casual workers were also harmed as they experienced a
24 significant reduction in work hours as a result. By
25 transferring bargaining unit work first to a nonunion

1 subsidiary and then a subsidiary that recognized the SIU
2 unlawfully through a fictitious internal bidding process in
3 violation of Section 8(a)(1) and (5) of the Act, Respondents
4 cannot be permitted to circumvent their bargaining obligations
5 and evade their legal obligations to bargain collectively and
6 in good faith with the IBU.

7 And let me emphasize again, Your Honor, that what happened
8 here was not the act of just one company, just that Centerline,
9 Olympic Tug & Barge, and Leo Marine are one employer. So too
10 are Centerline, Harley Marine Financing, and Westoil. The
11 evidence will show that all of these entities also hold
12 themselves out to the public as one company, are owned and
13 managed as one company, and their operations are inextricably
14 intertwined.

15 Now, the Respondents may argue that Harley Marine
16 Financing as a "special-purpose vehicle" ran the bid process
17 independently of Centerline and its subsidiaries. However, the
18 Respondents cannot create a separate corporate subsidiary as a
19 means to violate the Act when all the Respondents acted as one.

20 In the coming days, Your Honor, you will hear about
21 Respondents' multiple unfair labor practices. These are not
22 academic allegations, Your Honor. These allegations have real-
23 world impact. While the corporate executives of these
24 Respondent entities conspired on how to get a more lucrative
25 deal by disregarding their obligations under the National Labor

1 Relations Act, they were harming the very working people who
2 had been helping them successfully operate for decades. It is
3 important for the National Labor Relations Board to restore the
4 work that was unlawfully taken away from IBU-represented
5 employees at Westoil because of this outrageous scheme. Thank
6 you, Your Honor.

7 JUDGE SANDRON: Thank you. Do either of the Charging
8 Party's counsels wish to make an additional separate opening
9 statement?

10 MR. IGLITZIN: I do not, Your Honor, for the IBU.

11 MR. WOJCIECHOWSKI: I do have a short statement, Your
12 Honor.

13 JUDGE SANDRON: Go ahead.

14 MR. WOJCIECHOWSKI: Thank you. And I won't belabor, and
15 repeat the General Counsel's very able opening, just two
16 additional points, really. One is that MMP thinks that the
17 evidence of the Saltchuk-Centerline transaction that you heard
18 Ms. Yasserri describe will lead to a -- a possible alternative
19 theory of Centerline -- of Respondent's liability here, which
20 is that even if Leo Marine --

21 MR. HILGENFELD: Actually, Your Honor -- I apologize, Mr.
22 Wojciechowski. This is not -- this is exactly for our motion
23 in limine. If they're adding alternative theories that go
24 beyond the complaint, that is not prohibited even during
25 opening argument.

1 JUDGE SANDRON: Well, I think that the law is that the
2 Charging Party cannot introduce evidence that goes to issues
3 that are not involved in the allegations or the complaint. But
4 as far as arguing what the evidence shows, I -- I believe that
5 the Charging Parties can present arguments on -- on how that
6 evidence interrelates with the law.

7 So in other words, if the evidence shows that there was a
8 violation under a different theory and the matter has been
9 fully litigated, then in certain cases, a violation can be
10 found depending on the circumstances. So I'll allow it.
11 I'm -- I'm not saying I'll necessarily find in the Charging
12 Party's favor, but I'll allow the Charging Party to state
13 whatever the Charging Party feels might be a violation. And
14 then, of course, that can be argued at a later point. If the
15 evidence shows other -- you know, a violation under a different
16 theory, then the parties can argue that. And the Employer can
17 repute it as well. Go ahead.

18 MR. WOJCIECHOWSKI: Thank you, Your Honor. So picking up
19 where that -- where I left off, even if Leo Marine was a
20 genuine -- genuine new company and not -- not a renaming of a
21 simple renaming of Starlight, the recognition of SIU was still
22 premature and was still unlawful because there was still even
23 companywide, even considering Alameda and considering Los
24 Angeles Long Beach, there still remained an insufficient
25 complement. And it was not engaged in normal business

1 operations yet by virtue of certainly of the fact that Los
2 Angeles Long Beach was not engaged in operations yet. So I
3 think General Counsel's theory appears to be -- you know,
4 Starlight was essentially just a -- or sorry, Leo Marine is
5 just a renaming of Starlight.

6 And I mentioned this theory, this sort of alternative way
7 of looking at it, only because Board Law does not necessarily
8 respect what a company does as a matter of a corporate
9 transaction. The way that a company characterizes its own
10 transactions is certainly part of how the board will look at
11 how the act interacts with that transaction, but it's only a
12 part. And so there's a way of viewing this renaming, I think.
13 And I -- I suspect this is Respondent's view, is that Starlight
14 was at the point of renaming as simply -- essentially an empty
15 corporate shell because of the transaction. But even under
16 that view, there's still an unlawful recognition violation.

17 The only other point that I would like to mention goes
18 to -- goes to remedy regarding the unlawful recognition.
19 And -- and I raised this because in Respondent's motion for a
20 consent order, there's a reference to no dues having been
21 collected. And I would just note that -- MMP's position
22 certainly is that the remedy should include -- a -- a standard
23 remedy in this kind of case would be making whole any employees
24 who had their dues deducted. And to the extent that there
25 was -- there -- there is no such, that's a matter for

1 compliance. So I would just raise that to the extent that it
2 comes up during the hearing, that the order itself -- the
3 remedial order itself should include making whole -- making
4 whole the employees and we'll deal later, I think, with -- with
5 what those amounts are. Those are the only two points I had.
6 Thank you, Your Honor.

7 JUDGE SANDRON: All right. Thank you. I -- and it's my
8 understanding that the Charging Parties cannot see remedies
9 beyond those that are requested by the General Counsel. So
10 again, you're -- you're free to make arguments based on the
11 evidence in terms of legal theory, but you -- you will not be
12 able to expand the remedies that are sought by the General
13 Counsel.

14 MR. WOJCIECHOWSKI: Understood. Thank you.

15 JUDGE SANDRON: Mr. Hilgenfeld, do you wish to make an
16 opening statement now, or do you wish to defer it until after
17 the General Counsel has concluded her case?

18 MR. HILGENFELD: I would like to make it now, Your Honor.
19 And I apologize, but I am badly in need of a five-minute break.

20 JUDGE SANDRON: All right. Why -- why don't we then go
21 off the record for a few minutes? Okay. Off the record.

22 (Off the record at 11:36 a.m.)

23 JUDGE SANDRON: Mr. Hilgenfeld, do you want to provide the
24 Employer's opening statement?

25 MR. HILGENFELD: I will, Your Honor. Thank you.

1 MS. YASSERI: My apologies, Your Honor. I'm sorry to
2 interrupt, but before Mr. Hilgenfeld starts his opening, I
3 understand that he will be using a number of demonstratives.
4 And we, for the record, would like to object to some of them.
5 They include agreements and they have not been completely
6 produced. They are missing pages with respect to each of those
7 agreements, and so we object on completeness grounds.

8 MR. HILGENFELD: Your Honor, all of the -- the complete
9 documents will be provided for the record. This is merely an
10 illustrative document, just like General Counsel offered. This
11 is to aid you during the opening statements, so we've
12 highlighted specific pieces. The complete document will be
13 part of the record in --

14 JUDGE SANDRON: All right. Well, based on that, I'll --
15 I'll allow it. Again, as counsels are aware, opening
16 statements -- and it would follow that demonstrative aids in
17 support of opening statements are not evidence either. So I
18 will allow that. Although if the -- if the demonstratives get
19 overly burdensome on the record, then I'll ask that you
20 summarize, Mr. Hilgenfeld, rather than present them all. Of
21 course.

22 MR. HILGENFELD: Thank you. Thank you, Your Honor. I am
23 here before you today to present opening argument on behalf of
24 all the Respondents in this matter. You heard a lot of
25 inflammation, a lot of inflammatory rhetoric from the General

1 Counsel. Most of it is categorically false and untrue. In
2 fact, what happens when you don't have evidence, you rely on
3 inflammation and rhetoric, and that's what happened in the
4 opening statement.

5 We are -- we are grateful that we get to be before you and
6 have an independent review of what has occurred in this case.
7 You will not find a company that was trying to harm employees.
8 You will not find any of these companies that were trying to
9 limit rights. What you will find is going through difficult
10 issues with difficult times, the company constantly worked with
11 different unions. That includes the SIU; it includes the IBU.
12 And you'll find that there's companies throughout the East
13 Coast and the West Coast affiliated with Centerline that have
14 union relationships, and they've had positive relationships for
15 years.

16 And you will find that in this case, the reason you're
17 here today, in large part is because one of the affiliated
18 unions, the IBU, refused to have any type of conversation or
19 dialog which ultimately cost that company, Westoil's, the
20 opportunity to bid for work. That's what all of these cases
21 are about, and that's what it comes back to. The IBU is upset
22 that it did not take any action. It's upset when asked -- and
23 the Regional Director at that time in Southern California, John
24 Skow, states don't bring it up now. The Glencore issue is a
25 tough issue. I have a vote -- I'm getting, I'm up for

1 election. I don't want to put it before the members.

2 And then they filed charges after the fact. It's not
3 because of Westoil did and the communications with Westoil.
4 It's IBU actions alone and they bought -- and the General
5 Counsel has bought in. In looking at this, Your Honor, take a
6 step back. There are two primary issues that are before you.
7 The first issue is dealing with Seafarers Union International
8 recognition with Leo Marine, which you've heard some about.
9 The second issue is the award of a new contract with Glencore.
10 Glencore is a customer, and you'll hear about that in the
11 maritime industry, in the maritime petroleum business
12 throughout the United States, and they do have contracts here.
13 Those are the primary issues.

14 The Respondents in this case are an affiliated family;
15 that does not make them single employers. And we'll get into
16 some detail about some of them. But Centerline Logistics, who
17 was formerly known as Harley Marine Services, you may hear both
18 referred to as. A name change occurred, and it was just a name
19 change, occurred in approximately 2021 turning it to Centerline
20 Logistics at that time.

21 Centerline Logistics is a parent company, and it is not a
22 holding company and there is a difference and facts matter. As
23 a parent company, it does have subsidiaries. Simply because a
24 company is a subsidiary does not mean Centerline is pulling all
25 of the pieces. Centerline is the parent for that.

1 You will also hear testimony regarding Westoil Marine
2 services. Westoil Marine Services has been in the maritime
3 petroleum industry in the Greater L.A. Long Beach area since
4 the late 1990s. It was originally Link's Marine, and it was
5 purchased by, at that point, Harley Marine Services and became
6 Westoil.

7 Westoil, along with Millennium Maritime, Inc., who is the
8 tug version of Westoil and it -- we do submit that Westoil and
9 MMI are single ports. That is a single-employer relationship.
10 Westoil -- MMI provides the tugs; Westoil provides the barges.
11 And they do it under the same labor agreement and they backed
12 it that way. The Union has known about it; they've negotiated
13 it.

14 You will also hear testimony regarding Starlight Marine
15 Services. Starlight Marine Services is a petroleum company,
16 and it is involved in transportation of petroleum. And again,
17 facts matter, not just in San Francisco. It also performed
18 work up in the Pacific Northwest. In fact, if you would look
19 at the Star -- Starlight SIU Labor Agreement, which will be put
20 into evidence, you will see that it has a clause there about
21 expanding jurisdiction where Starlight performs work.
22 Starlight, it performed work in the San Francisco area, but
23 also it performed work in the Pacific Northwest.

24 And then you will hear testimony regarding Olympic Tug &
25 Barge. Olympic Tug & Barge is also a petroleum business, and

1 it performs work throughout the United States and West Coast,
2 all the way down to Mexico, all the way up to Alaska, and over
3 to Hawaii. Starlight Marine Services is represented or was
4 represented by SIU. Olympic Tug & Barge was -- is not
5 represented. And the companies have operated that way for 20
6 years.

7 And you'll hear testimony about Leo Marine Services. And
8 Leo Marine Services was created as an offshoot from Starlight
9 Marine Services. Starlight Marine Services changed their name
10 to Leo Marine Services, but that is not all that occurred in
11 that case. The bunkering contract, and this is true on what
12 was stated, is in 2021, as involved of months and months of
13 negotiations, Saltchuk, who's in the maritime industry, and
14 Centerline, who's in the maritime industry, entered into an
15 asset swap or an asset sale with one another.

16 In essence, if you're looking at it from a high point of
17 view, Centerline sold the equipment and the contracts to
18 Saltchuk in the ship-assist business in California. And
19 Starlight Marine had performed a lot of ship assist in San
20 Francisco; those were sold. The Millennium Maritime, who I
21 mentioned with Westoil, also is involved ship assists and those
22 ship-assist assets were sold. Again, facts matter.

23 The equipment that Starlight had -- had utilized was
24 actually leased. It was not Starlight's equipment. The
25 equipment was actually leased to another company. The

1 equipment of MMI was also leased. They did not sell their
2 equipment. And you'll see in the contracts, the contracts, the
3 labor agreements do not follow equipment because those
4 companies do not own those pieces of equipment. And it's been
5 like that for years and years.

6 Respondents will submit to you on the first issue, the SIU
7 recognition. We are not here on those issues. We are here
8 because the General Counsel wants to pile on. The truth is, if
9 you look at why we are here, what happened is when Starlight
10 took over, it also took over some of OTB's work in California.
11 OTB has done work in California for years and years and years.
12 General Counsel focuses on bunkering, and bunkering is where
13 the ship -- you have a barge, who's out on the water, the barge
14 gives the ship on the water petroleum. That's only a small
15 part of what these companies do.

16 They also perform lightering. What's lightering?
17 Lightering is where you give the fuel on a ship to the barge.
18 It's a term, you're making the ship lighter. But that's a
19 petroleum transport; that occurs as well. I'll also talk about
20 terminal transfers. You take fuel from one terminal to
21 another. That's petroleum transport as well. All of these
22 things, they do that.

23 They also do ship assist. And there's two types of ship
24 assist. One type of ship assist is moving a barge from
25 location to location. These are nonmotor barges, so they

1 require the barge to move. So they require their ship -- their
2 tugs to move them. The other type of ship assist is -- you
3 probably have witnessed out on the cargo or out -- in looking
4 at the ocean, you will see that oftentimes they'll have
5 vessels, whether it's a cargo container ship or other vessels
6 that get into the port and they'll need assistance. They'll
7 have those types of ship assists. That is the type of ship
8 assists that Centerline subsidiary and operating companies got
9 out of in California.

10 From the crew -- from saw -- the sale of that Saltchuk
11 sale, Starlight Marine Services had a bunkering contract that
12 it maintained. And it also got some Olympic Tug & Barge work
13 and also got work from the Saltchuk sale regarding the Chevron
14 contract for bunker.

15 Starlight had been represented by the SIU. It is accurate
16 to say the company did not believe this was a successor when it
17 took place. That's why the company did not accept SIU as the
18 bargaining representative. The company did inform SIU the
19 asset took place. They did give the SIU the information. And
20 then the SIU came to them and said, we have a majority of
21 people that represent. And the company said -- and the company
22 being Leo Marine, who was Starlight, okay. That's great.
23 Let's sit down and bargain. And you'll hear some conversation
24 about it took one day.

25 The reason it took one day, Starlight and SIU were under a

1 current agreement. It started in 2019. It was set to expire
2 in 2022. If you look at the two agreements, you will see that
3 they are very, very remarkable. But there was negotiation that
4 went on. There were things the Union got in; there were things
5 the Company got. There were changes; there was negotiation.
6 But it was based on the Starlight contract. And it was not a
7 sweetheart deal. It was based on a long-negotiated contract.

8 But you will find out that when Leo Marine entered into
9 that, they also put out what they call a Dana notice. And it
10 was filed with the Region. It was submitted to the Unions, and
11 it put on notice of this recognition, that Leo Marine had
12 recognized the SIU. And that happened in March of 2021, a
13 couple of weeks after they'd entered into the contract.

14 And you will find out that the IBU and MMP both petitioned
15 to represent the employees in San Francisco and in L.A. And
16 you'll find out there was an election. It -- IBU and MMP had
17 access to the employees, that in the contract there was a
18 union-security clause. It was not enforced, and it was not
19 enforced by agreement between the SIU and Leo Marine.

20 So why are we here if the recognition had a Code of
21 Federal Regulations process that is built in that the Unions
22 had an opportunity to put it out for vote. It is certainly not
23 because the company was trying to restrict employees' access.
24 If anything, the company went above and beyond to ensure that
25 the employees had whatever mode of representation they chose.

1 It is not for those reasons, and it is not because of the
2 election and there has been an election.

3 Why are we going forward? Why are we doing this? Why?
4 Because it does not affect those. I will submit to you the
5 reason we are going forward is because of a general
6 misunderstanding with what occurred with Glencore. That is
7 what this case is really about. And it's a misunderstanding of
8 what happened with that and it's a misunderstanding of what led
9 to that point.

10 And I find it insulting to say that these companies do not
11 care about their employees. That is why they are here, is
12 because they do care about employees. In 2017 and 2018, all of
13 these companies and Centerline were on the risk of financial
14 ruin. They looked everywhere. They looked at every
15 possibility. They tried to do everything to keep these people
16 employed and these companies operating. They went above and
17 beyond.

18 And at the end of the day, with -- their loans were coming
19 due, and they could not make payments and they were not going
20 to make payments, they entered into what's called a whole-
21 business securitization. We are here today because the General
22 Counsel does not understand that concept and the IBU did not
23 understand that concept. And I hope I do a better job of
24 explaining it to you than apparently, I've done to this point.

25 A whole business securitization is drastically different.



1 What we have here, Your Honor -- and we are going to talk about
2 some things, but at its core, what is this case? This case is
3 Milwaukee Springs and its progeny with a twist. And as Your
4 Honor's very well aware, Milwaukee Springs is a case where you
5 had a single-one employer who had a union division and a
6 nonunion division and work moved from the union division to the
7 nonunion division. And it was lawful, and they bargained, and
8 they bargained here. And IBU refused to budge; they refused to
9 move. And just like Milwaukee Springs, the company did not
10 change the contract. It accepted that the IBU would not change
11 the contract. It, though, could not change its bid and Westoil
12 ended up losing.

13 But going back in 2017 and 2018, how do you get all of
14 these assets -- and we're not talking -- we're not talking a --
15 a number -- a small number, we are talking millions and
16 millions and millions of dollars to get this company to the
17 point that it can survive. This -- the twist with Milwaukee
18 Springs that you're going to be familiar with is bankruptcy.
19 And the twist here is the bankruptcy -- once the bankruptcy is
20 in -- in the petition -- the Petitioner has a fiduciary
21 responsibility. That is similar here with whole business
22 securitizations.

23 JUDGE SANDRON: All right. Let's -- before you get into
24 the visuals, what -- what is the term whole business -- what's
25 the last term? Whole business --

1 MR. HILGENFELD: Securitization.

2 JUDGE SANDRON: Could you spell that just so there's no
3 confusion?

4 MR. HILGENFELD: I can, S-E-C-U-R-I-T-I-Z-A-T-I-O-N.

5 JUDGE SANDRON: Oh, okay. Securitization. And also, do
6 you have the Milwaukee Springs site available re -- offhand?
7 If not, I can get it.

8 MR. HILGENFELD: I do, Your Honor. It's 268 NLRB 601
9 (1984).

10 JUDGE SANDRON: Okay. Thank you. You can go ahead with
11 the -- the demonstrative aids.

12 MR. HILGENFELD: And this is a concept that, in labor
13 cases, we don't get here frequently, which is why we're putting
14 it out, but we do get to bankruptcies. So you have a lender in
15 this case who is going to give a lot of money to Centerline.
16 But the lender is not doing that to give money to Centerline;
17 it's doing that to give money on assets to protect those
18 assets.

19 Harley Marine Financing was created as a result. Harley
20 Marine Financing, not Centerline, not Westoil, not OTB, not Leo
21 Marine, Harley Marine Financing owns the barges, it owns the
22 tugs, and it owns the customer contracts. That is important
23 because we have this third party out here. This third party
24 has rights. This third party has entered into this agreement
25 to get large sums of money with the protection of these assets.

1 Harley Marine Financing is similar to a bankruptcy trust.
2 These assets must be protected. There is a fiduciary-type
3 responsibility to protect these assets. And there is a legal
4 promise to the lenders that they will protect those assets.

5 And I will not go through all these documents, but I just
6 want to highlight a few things. We will have much -- we have a
7 significant amount of testimony on. They are important for you
8 to understand, Your Honor. But you will see this management
9 agreement that's entered into Harley Marine Financing and
10 Centerline. That is the promise required by the lenders.

11 JUDGE SANDRON: Okay. So I think you're showing the wrong
12 screen.

13 MR. HILGENFELD: Oh. Thank you. Do you see it now, Your
14 Honor?

15 JUDGE SANDRON: Yes.

16 MR. HILGENFELD: Okay. The management agreement is the
17 quid pro quo for the money, as well as --

18 JUDGE SANDRON: But what --

19 MR. HILGENFELD: -- the legal promises.

20 JUDGE SANDRON: All right. Wait. I think I'm on page 1.
21 Is that the page that you're --

22 MR. HILGENFELD: That is correct, Your Honor.

23 JUDGE SANDRON: Okay. Go ahead.

24 MR. HILGENFELD: So you'll see in page 1, the lenders give
25 the money to Centerline, but in doing so, there has to be a

1 management agreement to create fiduciary responsibilities.

2 You'll see they've created Harley Marine Financing, which is a
3 special purpose vehicle under the law. And you will see the
4 special purpose vehicle has lent legal promises to the lenders.

5 So what do some of those look like? And we will not go
6 through everything. But if you look at page 2 on this exhibit,
7 you'll see this is the management agreement. And you'll see it
8 was dated on May 14th of 2018. That's the date the whole
9 business securitization occurred. And you'll see that Harley
10 Marine Services is designated as the manger, and you'll also
11 see an indenture trustee. That trustee, U.S. Bank National
12 Association, those were the lenders in these cases. These were
13 qualified lenders. These things go up -- these things go up,
14 and people can go and put their money on these specific assets.

15 And you will see that with this, there's promises. So
16 Harley Marine Financing does not have employees, but it does
17 have -- it does have agents. It does have money, and it can
18 rehire people to act as services for it, and it does have the
19 lenders. And you will see that Harley Marine Financing goes
20 through an ordinous (phonetic throughout) amount of compliance
21 control and third parties to make sure they're doing what's
22 best for the assets. Because when you look at who's going to
23 manage these assets, who can manage tugs, barges, and customer
24 contracts in petroleum? There's only three or four or five
25 companies in the entire United -- United States who have that

1 capability. And these three said, we agree, it's going to be
2 Harley Marine Services. But you will also find testimony that
3 if Harley Marine Services does not manage to their fiduciary
4 responsibility, they can be removed as the manager for these
5 assets.

6 And within this, Your Honor, you will see what you'll have
7 testimony on is this managing standard. Now --

8 JUDGE SANDRON: Can you make that -- oh, can you make it a
9 little larger so -- so it's easier to see? Can -- can you
10 enlarge it? I think that if we zoom in -- oh, there. That's
11 better. Thank you.

12 MR. HILGENFELD: And you'll go down, they have managing
13 standards. And you will see that managing standards in clause,
14 good faith, and duty of care, and the operation and maintenance
15 of the collateral. What's the collateral? It's the tugs, it's
16 the barges, and, most importantly for your case, Your Honor,
17 it's the Glencore customer contract.

18 And you'll see that then it goes into HMS, Harley Marine
19 Services, now Centerline, to act as a manager. But they're
20 doing so in accordance with the managing standard and the terms
21 of the managed documents. In agreeing to this, Harley Marine
22 Services, now Centerline, has agreed to adhere to its fiduciary
23 responsibilities for these lenders, for this money, for these
24 assets. And this was not done to create a higher level of
25 assets for the company. This was done to, quite honestly, give

1 paychecks to people so the company can continue operating.

2 And you will see, this is not like a holding company. And
3 that's why the General Counsel kept referring to these as
4 holding companies, because this is different. This is not a
5 holding company. And you will see, in addition, that in
6 here -- that there are contractual obligations that Harley
7 Marine Services, now Centerline, Harley Marine Financing, and
8 the third party entered into. And these contractual promises
9 said, we will maintain separateness. We will keep these
10 separate. In fact, you have to keep them separate, or you are
11 violating these provisions, and we can come after you, the
12 company, and the other individuals. This is categorically
13 different than a typical situation.

14 And you will find testimony, at length, over the Harley
15 Marine Financing, its operating documents. These documents are
16 Harley Marine Financing's bible. They have to follow them.
17 They do not have the option. And if they do, they have
18 violated their fiduciary responsibilities to the individuals
19 involved.

20 And you will see in here again, there is limitations on
21 how the company acts. And part of those limitations -- and we
22 will walk through these in great detail, about how things were
23 kept separate and the importance of it. But also, the arms-
24 length relationship with its affiliates.

25 So if you're looking at a situation, Your Honor, where you

1 have Harley Marine Financing that controls the tugs, the
2 barges, and the contracts, and you have Harley Marine Services,
3 now Centerline, who is managing that as a fiduciary
4 responsibility, what does that mean for the operating
5 companies? What does that mean for Westoil? What does that
6 mean for Leo Marine? What does that mean for Olympic Tug &
7 Barge?

8 And one other highlight I should mention before we get to
9 that point. You saw up above, independent directors. There's
10 actually an independent director that's unaffiliated with
11 Centerline. The officers are different. The directors are
12 different. The company is treated as differently. Whatever
13 you find regarding Centerline and the other companies, is not
14 related to Harley Marine Financing. And I think it is
15 instructive, in General Counsel's opening statement, she spent
16 40 minutes talking about the other companies and about a minute
17 and a half talking about Harley Marine Financing, when that is
18 what this case is about. And her minute and a half about
19 Harley Marine Financing is, it's just like all the others. And
20 it's categorically not. Again, facts matter.

21 In looking at this -- and this is the same chart, but now
22 added the operating companies -- at the time of the
23 securitization, Westoil, Leo, Olympic, they sold -- and it
24 isn't just Westoil that did this. This is the other companies,
25 too. They sold the customer contracts to Harley Marine

1 Financing or assigned the rights to them. In return, they got
2 a service agreement. The service agreement had them perform
3 work. Also, the service agreement allowed them to get rid of
4 their debt. It allowed them to keep operating. It allowed
5 them to keep being employed. In these joint services
6 agreements, you will find -- and there's two of them for
7 different groups. This one happens to be the Westoil group.
8 And you'll see Westoil Marine Services in here. And this was
9 entered into as well on May 14th, 2018, when this
10 securitization took place.

11 And you will find that they also have acknowledged the
12 separateness covenants that the -- all the operating companies,
13 Centerline, Harley Marine Financing, are required to act
14 separately, and they have done so. I wanted to put that up
15 there, Your Honor, because at its heart, this is not that
16 different than other types of bankruptcy cases. You have a
17 secured piece of the assets, and then a group has to act as a
18 fiduciary to those assets. What happened here is where we get
19 to the Milwaukee Springs piece.

20 In early 2022, I think we were all aware of what happened
21 in this world. COVID changed things. It changed things for a
22 lot of people. One of the entities that it exchange -- it
23 changed things for was the petroleum industry and petroleum
24 transportation. They were hit very hard. People are not using
25 petroleum like they used to. You will hear testimony that

1 Glencore had a contract, and it did not just assign the profit
2 rights to Harley Marine Financing. Glencore assigned the
3 entire rights to West -- from Westoil over to Harley Marine
4 Financing. And you will hear testimony that the Glencore
5 contract is -- it's called, a contract of affreightment. You
6 will hear different types of contracts. They have different
7 meanings. But the two that are going to be predominantly
8 before you today that you'll hear testimony about, are what
9 they refer to as time charter agreements with customers and
10 contracts of affreightment with customers.

11 JUDGE SANDRON: What does that term --

12 MR. HILGENFELD: Contract of affreightment. I believe
13 A-F-F-R-E-I-G-H-T-M-E-N-T.

14 JUDGE SANDRON: Okay. Thank you.

15 MR. HILGENFELD: I very well could have misspelled that.

16 JUDGE SANDRON: All right. As best as you know.

17 MR. HILGENFELD: A time charter contract is -- think of
18 Phillips 66. Phillips 66 says, we want to charter pieces of
19 equipment, and we want you to service these pieces of
20 equipment, and we're going to do it for a period of time. This
21 could be one voyage, or it could be five years. So you're
22 going to have short-term time charters and long-term time
23 charters. But in that situation, Phillips would say, Harley
24 Marine Financing, we want to have two barges with one tug -- or
25 two -- two barges with four tugs in Seattle. And we want it

1 for it six months. And they entered into this agreement.

2 However much -- and it's a day charter, so they get charged by
3 the day. So it's a day rate.

4 A contract of affreightment is different. In a contract
5 of affreightment, what you're doing is you're entering into a
6 contract for a set -- for a minimum set amount with set
7 expenses. The initial contract that was entered into between
8 Chemoil -- and actually I believe it was entered into between
9 Chemoil and Link's Marine, and then Chemoil and Westoil for
10 Southern California was a contract of affreightment. And it
11 initially had 500,000, and then it went down. The last one was
12 400,00. And what that means is Glencore has a guaranteed
13 minimum of 400,000 barrels per month. In return, Westoil, or
14 Harley Marine Financing, is required to have two barges
15 available whenever Glencore wants them. And it -- it needs to
16 have a third one available within 24 hours-notice. And they
17 need to have a set number of tugs available.

18 So the expenses to those tugs and barges are there
19 regardless. It's always there. Glencore can call up and say,
20 we need you to be over at pier LA 167 (phonetic throughout) at
21 2:00, and we need to do a bunkering job down there. And under
22 the contract of affreightment, the operating company is
23 supposed to be there.

24 One of the other facts that does matter. Westoil still
25 gets the profit for what it's doing and operating under the

1 service agreement. And you'll see evidence that Westoil gets
2 the profit, and Westoil gets the expenses. It is not how the
3 General Counsel would portray it, that they're giving all the
4 profits over to Harley Marine Financing. Harley Marine
5 Financing doesn't get the profits. What Harley Marine
6 Financing's concerned about is maintaining the contract.

7 And with COVID, in March and April, petroleum tanks,
8 Glencore reaches out. They have a contract with Harley Marine
9 Financing for 400,000 barrels a month, and they say, we're not
10 doing it. Can you give us a ten percent discount? There was
11 no contractual obligation by Harley Marine Financing to do
12 that, but the contract was coming up at the end of the year.
13 They needed Glencore to work with them to get a new contract of
14 affreightment, and they said okay. Westoil got less profit as
15 a result. Westoil did not go to IBU and talk to IBU. Westoil
16 did not layoff people. Their expenses stayed the same. They
17 continued to operate.

18 But what you'll find out is in August and September,
19 Glencore had the sole option to renew that contract. If
20 Glencore wanted to renew that contract at 400,000 barrels, it
21 could. All it had to do was say, we renew the contract, and
22 it's done. Harley Marine Financing had no rights under the
23 contract to renew or not renew. This was Glencore's sole
24 right. Glencore exercised that right. And in fact, Glencore
25 was in negotiations, or at least discussions, with a

1 competitor, Vane Brothers. Vane Brothers had already taken one
2 of the contracts that Westoil had performed in the past.

3 Before the securitization took place, Westoil lost a
4 contract to Marathon to Vane Brothers. This was a real threat.
5 Harley Marine Financing was under threat of losing the
6 contract, and it put it out for bid. And it did put it out for
7 bid for all of the operating companies of significant (audio
8 interference) that could perform the work. And it was a blind
9 bid. That's why Westoil did not know where their bid was at.
10 They were required to submit a blind bid. And you will hear
11 testimony that part of this process was Glencore's initial
12 offer to Westoil was a reduction to 250,000 barrels per month
13 from 400.

14 Harley Marine Financing could not operate under this
15 contract at those expenses. Neither could Westoil. Harley
16 Marine Financing, if it was to agree to the amount of that
17 less-- it could not. It would have lost the contract, and it
18 would have gone out. To preserve the contract, it had a blind
19 bid. Westoil put in a bid. Olympic Tug & Barge put in a bid.
20 Millennium Maritime put in a bid. Harley Marine Gulf put in a
21 bid. Harley Marine New York put in (audio interference). And
22 these were bids that were monitored by the agents acting for
23 Harley Marine Financing and their employees. So their employee
24 at Centerline was Jen Beckman.

25 JUDGE SANDRON: Would you spell -- can you spell his name?

1 MR. HILGENFELD: Jen -- Jennifer Beckman.

2 JUDGE SANDRON: Or her name.

3 MR. HILGENFELD: J-E-N-N-I-F-E-R. Beckman, B-E-C-K-M-A-N.
4 Bill Backe, B-I-L-L, B-A-C-K-E. And Matthew Godden. And they
5 evaluated the bids. And then on November 5th, Westoil
6 presented their bid, and they informed Westoil that the bid was
7 not within an acceptable range. They were not looking at the
8 lowest bid. The acceptable range was within five percent of
9 the average bid. Westoil was not within five percent of the
10 average bid. In fact, you'll hear testimony that it was over
11 ten percent of the average bid. It was extremely high.

12 They know -- they did not make the decision. They
13 notified Westoil. And then, Westoil reached out, and Westoil
14 negotiated with the IBU to see if they could make any changes.
15 And you will hear testimony -- Westoil was not seeking to
16 reduce costs for employee wages. Westoil did not seek to
17 reduce benefits. Westoil sought work changes to allow it to be
18 more efficient in the operation of the business. Westoil
19 sought crewing and manning changes to allow it to bid at a
20 better rate. IBU and Westoil met on numerous occasions. IBU
21 was informed on multiple occasions of when the deadline for the
22 bid was coming up. IBU said, we have a contract; we're not
23 going to make a midterm modification. It's their right to do
24 that. Westoil honored that right. They were able to reduce
25 their bid slightly, but not enough to be within the acceptable

1 range.

2 The work at question here was a new contract for Glencore
3 under the COA. It was ultimately awarded to Olympic Tug &
4 Barge. And as the General Counsel chart indicates --

5 JUDGE SANDRON: Well, yeah. I -- I don't think you need
6 to go back to her -- her chart. You can just state it.
7 Because -- because --

8 MR. HILGENFELD: Olympic Tug & Barge -- Leo Marine is a
9 subsidiary, and Leo Marine was a combination between Olympic
10 Tug & Barge and Starlight. And that's what happened here. And
11 Olympic Tug & Barge assigned that Newark was Leo Marine.

12 Everything that has been done by my clients has been done
13 to protect the employees and to protect the work. They do not
14 have any anti-union animus, but the Union has gotten in the way
15 every step of the way regarding the IBU. The IBU has refused
16 to meet. They refuse to negotiate. And it was their right to
17 do so. They're now coming to you, because they failed to take
18 any action. And it certainly is not because Harley Marine
19 Financing took any action against them. This -- it was not
20 done lightly. And you'll hear ample testimony about that. And
21 when this is done, we will ask you to dismiss all the
22 complaints against all of the parties in this matter.

23 And I know Your Honor is aware of this, but I think it
24 bears mentioning. Yes, I represent all five Respondents. All
25 five Respondents in this matter are their own companies.

1 Merely because I am here before you today does not mean they
2 have the same purpose in all things. They do not. And you'll
3 hear testimony where their purposes are not in alignment. But
4 just as in a labor negotiation, when you have multiple
5 employers and you have one negotiator, there can be a general
6 same purpose without being the same entity. And we appreciate
7 your time, and we appreciate your view on this matter.

8 Thank you, Your Honor.

9 JUDGE SANDRON: All right. Thank you. So -- so I think
10 they're ready then to begin the testimonial portion. Do you --
11 do you have your first witness, Ms. Yasseri?

12 MS. YASSERI: Yes, we do, Your Honor. Would it be
13 possible to take a short lunch --

14 JUDGE SANDRON: Yes.

15 MS. YASSERI: -- break. The examination of our first
16 witness will take a few hours.

17 JUDGE SANDRON: All right. Well, actually, we're going to
18 adjourn at 5 -- as I said, at 5:30 Eastern, 2:30 Central. So
19 we -- we will give you the opportunity to start the witness, at
20 least today.

21 So should we come back then at 1:00 Pacific? That would
22 be 4 Eastern. A half hour; is that sufficient?

23 MS. YASSERI: That's sufficient for the General Counsel,
24 Your Honor.

25 MR. IGLITZIN: That's fine for the IBU.

1 JUDGE SANDRON: All right. Why -- why don't we --

2 MR. HILGENFELD: That's --

3 JUDGE SANDRON: Yes?

4 MR. HILGENFELD: That's fine for the Respondent, but I --
5 I did realize, we have one more matter before the witness comes
6 on that hopefully will be quickly done. But I don't know what
7 documents are being offered. We do have a confidentiality
8 agreement General Counsel and Respondents have agreed to. We
9 submitted it to the MMP and the IBU, so we would like that
10 addressed before we have a witness that comes on.

11 JUDGE SANDRON: So yeah. It's agreed -- it's -- it's
12 agreed between the General Counsel and the Employers?

13 MR. HILGENFELD: Correct, Your Honor. And I -- I don't
14 know what the IBU's position is.

15 JUDGE SANDRON: All right. Would you -- is that correct,
16 Ms. Yasseri? You have agreed with the Respondent on that
17 matter?

18 MS. YASSERI: Yes, Your Honor. That is correct.

19 JUDGE SANDRON: All right. Well, perhaps -- and -- and
20 have the Charging Parties seen that yet? Mr. Iglitzin, have
21 you seen it?

22 MR. IGLITZIN: I'm not sure. If it could be emailed to
23 me, I will take another look at it.

24 JUDGE SANDRON: All right. And Mr. Wojciechowski, have
25 you -- have you seen it? I think you're on mute.

1 MR. WOJCIECHOWSKI: You are correct. Thank you.

2 Apologies. I have seen the document, and -- and MMP has no
3 objection to it.

4 JUDGE SANDRON: All right. Well -- well, we'll give Mr.
5 Iglitzin a chance during our break to -- to review it, and when
6 we come back on the record, we can address it.

7 Mr. Iglitzin, did you have a ques -- or a comment?

8 MR. IGLITZIN: I -- I -- yes. This is the protective
9 order?

10 MR. HILGENFELD: Correct. I said confidentiality. It's
11 the protective (indiscernible, simultaneous speech).

12 MR. IGLITZIN: Yes. Yes. I -- I have reviewed it. I
13 have no -- we have -- we have no objection to it. I'm sorry I
14 was not tracking completely.

15 JUDGE SANDRON: Okay. Well, I think maybe the terminology
16 may have gotten confused.

17 Do you -- how do you want to offer that into the record?
18 I have no preference. Do you want to make it a joint exhibit,
19 or do you want to make it the General Counsel's exhibit or
20 Respondent's witness? I have no preference.

21 MR. HILGENFELD: We'll probably make a joint exhibit if
22 everyone's okay with that.

23 JUDGE SANDRON: Yes. I -- I think that's the easiest way.
24 All right. As soon as then, it's produced, I'll -- I'll get it
25 into the record. Okay.

1 MS. YASSERI: Thank you, Your Honor.

2 JUDGE SANDRON: But we -- we -- we will then go off the
3 record for a half hour.

4 We're off the record.

5 (Off the record at 12:31 p.m.)

6 JUDGE SANDRON: I -- I've reviewed the Joint Exhibit 1
7 that has been submitted relating to a protective order. It is
8 admitted.

9 **(Joint Exhibit Number 1 Received into Evidence)**

10 JUDGE SANDRON: So Ms. Yasseri, do you want to call your
11 first witness?

12 MS. YASSERI: Yes, Your Honor. I'm going to actually
13 defer to Mr. Rimbach.

14 JUDGE SANDRON: Okay. Mr. Rimbach, you're going to handle
15 this witness?

16 MR. RIMBACH: Yes, Your Honor.

17 JUDGE SANDRON: Okay. And who is your first witness?

18 MR. RIMBACH: He is already on the screen, Mr. Antonio
19 Amalfitano, Your Honor.

20 JUDGE SANDRON: Okay. I'll try to get your name right.
21 [Am-al-fi-tano]; is that right?

22 MR. AMALFITANO: Yes. Amal -- Amalfitano.

23 JUDGE SANDRON: Amalfitano. Okay. Yeah. I'm going to go
24 ahead and swear you in. So if you'll raise your right hand.
25 Whereupon,

1 ANTONIO AMALFITANO

ANTONIO AMALFITANO

having been duly sworn, was called as a witness herein and was examined and testified as follows:

JUDGE SANDRON: All right. You can lower your hand. If you can, please state and spell your full and correct legal name and provide us with an address, either work or residence.

THE WITNESS: Sure. My name is Antonio Amalfitano,
spelled A-N-T-O-N-I-O. Last name, Amalfitano,
A-M-A-L-F-I-T-A-N-O. And my office address is 533 North Marine
Avenue, Wilmington, California 90744.

JUDGE SANDRON: Okay. Thank you. Go ahead, Mr. Rimbach.

MR. RIMBACH: Before we get started, Mr. Esquivel (phonetic throughout), could you please mute yourself? There's a witness, so I can hear so -- or a non (audio interference) observer who I can hear. There we go. Thank you.

JUDGE SANDRON: Oh, okay. Yes.

DIRECT EXAMINATION

Q BY MR. RIMBACH: Okay. Good afternoon, Mr. Amalfitano.

A Good afternoon.

Q My name is Thomas Rimbach. I am here as counsel for the General Counsel of the I, along with Sanam Yasseri.

MR. RIMBACH: And just for the record -- for Your Honor, Mr. Amalfitano's testimony is relevant to paragraphs 3, 10, 18, and 26 of the consolidated complaint and the amendment to the consolidated complaints.

1 JUDGE SANDRON: Thank you.

2 Q BY MR. RIMBACH: Are you familiar with a company called
3 Foss Maritime?

4 A Yes.

5 Q How are you familiar with that company?

6 A I worked for Foss Maritime as a tankerman.

7 Q And when did you first start working for Foss Maritime?

8 A I started working for Foss Maritime in 2006. In I of
9 2006.

10 JUDGE SANDRON: Could you -- could spell the name on that?
11 That was what? First name is?

12 MR. RIMBACH: F-O-S-S.

13 JUDGE SANDRON: Foss. Okay. Thank you.

14 Q BY MR. RIMBACH: When you first started working for Foss
15 Maritime, did you work full time of part time?

16 A I started off part time.

17 Q How long did you work part time for?

18 A For about 6 months.

19 Q Then what happened after 6 months?

20 A I had enough hours to achieve my seniority.

21 Q Did you become full time at that point?

22 A Yes.

23 Q Are you currently working for Foss Maritime?

24 A No, I am not.

25 Q When did you stop working for Foss Maritime?

- 1 A March 1st, 2021.
- 2 Q What kind of company is Foss Maritime?
- 3 A It's a maritime tug and barge company.
- 4 Q What does a tug and barge company mean?
- 5 A Foss Maritime was involved with tug operations and bunker
6 barge operations in the L.A. harbor -- in Long Beach harbor.
- 7 Q What's (sic) a facility did you work out of when you were
8 at Foss Maritime (sic)?
- 9 A I worked out of their Long Beach facility.
- 10 Q Is there a specific location at the Long Beach facility --
11 or in --
- 12 A Yes.
- 13 Q -- Long Beach?
- 14 A Yes, it -- yes, there is. It's Pier D, Berth 35 in Long
15 Beach, California.
- 16 Q Now, you mentioned there are tugs and barges involved in
17 Foss Maritime's operations. Can you explain what barges are?
- 18 A Sure. Barges that I worked on were oil barges. They were
19 nonpropelled vessels that carry petroleum products in bulk.
- 20 Q What does nonpropelled mean?
- 21 A That the -- the barge itself does not have propulsion, so
22 it -- it needs the assistance of a tug boat to maneuver I port
23 to terminal.
- 24 Q Can you describe a little more what the tug boats are
25 exactly?

1 A Sure. Tug boats are propelled vessels that are used to
2 tug and tow vessels or barges.

3 Q Now, where do the tug boats tug the barges; from what
4 point to what point, in terms of these operations you're
5 talking about?

6 A Sure. So commonly, where I worked at Foss, it was
7 transported from oil terminal to ships to deliver bunker
8 product.

9 Q And when you say bunker product, what does bunker mean?

10 A Petroleum fuel for vessels.

11 Q And you also mentioned oil terminals, where are these oil
12 terminals exactly?

13 A Specifically, Vopak Terminal in Wilmington, California.

14 Q Okay. Are these located in the Long Beach and L.A.
15 harbors?

16 A Yes.

17 Q And when the tug boats transport the barges to ships, what
18 kind of ships are these?

19 A There are a variety of ships ranging from container
20 vessels to freighters, and to cruise ships, and any type of
21 vessel that requires fueling.

22 Q And where are these ships located when the barges are
23 delivered to the ships?

24 A Commonly, at a -- alongside of a terminal and also
25 anchored off of a terminal.

1 Q When they're anchored, where is that?

2 JUDGE SANDRON: Okay. I'm back. I don't know where -- I
3 think my VPN connection went -- went out, so I had to come back
4 in. Did -- I don't know what -- did you see me freeze? If so,
5 where -- where did the witness leave off?

6 MR. RIMBACH: I'm sorry. I didn't notice, Your Honor.
7 But --

8 JUDGE SANDRON: Yeah. I fro -- so maybe you can repeat --
9 I think the -- the witness was testifying about where
10 the point -- where the tugs pulled the barges from point to
11 point. Do you want to just repeat that if you can because I'm
12 not sure -- well, it's on the record, so maybe you can just go
13 ahead. But anyway, I lost the VPN connection. But why don't
14 you just go forward. I can -- I'll read the transcript.

15 MR. RIMBACH: Thank you.

16 Q BY MR. RIMBACH: I'll ask the -- the last question again.
17 When the tugs are transporting -- or is moving the barges to
18 the ships, where are the ships located?

19 A They could be at various places. Commonly, they're at
20 a -- at a terminal and also in the anchorage of the L.A./Long
21 Beach harbor.

22 Q And when you say they're anchored, where exactly are they
23 anchored, these ships?

24 A In the inside anchorage of the L.A./Long Beach harbor.

25 Q What kind of ships are these that need the fuel?

1 A They range from container vessels to oil tankers, cruise
2 ships, and any type of vessel that needs fueling.

3 Q When you were with Foss Maritime working as a tankerman,
4 what were your job duties?

5 A Job duties, as a tankerman, were to load and unload or
6 discharge petroleum product from the barge to vessel or
7 terminal.

8 Q Okay. If we could start at the beginning of that process,
9 when the petroleum product is loaded onto a barge; can you
10 describe that process?

11 A Sure. So we hook up an eight-inch hose to the header of
12 either the terminal or the vessel. And once that is completed,
13 we go through a checklist -- a safety checklist. And after
14 that is completed, we begin bunkering operations.

15 Q And what's involved in those bunkering operations?

16 A Either the loading or discharging of the petroleum product
17 either off the barge or onto the barge.

18 Q So if we step back one step, after the petroleum products
19 are loaded onto the barge, what happens at that point?

20 A Sure. So at that point, we are picked up by a tug boat,
21 which will bring us to the receiving vessel or receiving
22 terminal where we would deliver the product.

23 Q Okay. And then, what happens when the tug brings the
24 barge to that vessel? Like, what's the pro -- what's the next
25 step in that process, exactly?

1 A After we approach the vessel, we have to tie up the barge
2 to the vessel.

3 Q Okay. Then what happens?

4 A Then after that, we let the tug boat go so they can work
5 on another job.

6 Q Okay. And then what do you do after the barge is tied to
7 the vessel?

8 A Then we would commence bunkering operations.

9 Q Can you describe that process now?

10 A Sure.

11 Q The unloading or discharging of fuel; what's involved with
12 that?

13 A Sure. So we would -- we would bring up a -- a hose to the
14 vessel where they would connect the hose to their -- to their
15 manifold. And once that -- once that is completed, we would
16 start a checklist -- safety checklist, between the person in
17 charge, which is the tankerman, and the chief engineer of the
18 vessel. And once that is completed, we would start up our
19 pumps and begin to discharge the product onto the vessel.

20 Q And after the product is discharged onto the vessel, then
21 what do you do?

22 A After that, we would just work in reverse to disconnect
23 the hose, bring that back onto the vessel -- excuse me; back on
24 to the barge. And then we would wait for the tug boat to
25 arrive, tie up the tug boat to the barge, and go off to our

1 next job or back to the terminal to reload.

2 Q Is your work primarily performed as (audio interference)
3 like physically? Are you on the barge itself?

4 A Yes. I'm on the barge.

5 Q And when you worked on one of the barges with Foss
6 Maritime, did you work (audio interference) barge?

7 A No. I worked with an assistant tankerman.

8 Q What does the assistant tankerman --

9 THE COURT REPORTER: I'm sorry, Judge. I'm sorry to
10 interrupt.

11 JUDGE SANDRONI I'm sorry.

12 THE COURT REPORTER: Can Mr. Rimbach please -- please
13 repeat that question? I didn't get it.

14 JUDGE SANDRON: Right. I think it was a little
15 interference.

16 MR. RIMBACH: Okay. I apologize.

17 Q BY MR. RIMBACH: When you worked on an oil barge -- one of
18 these oil barges with Foss Maritime, did you work with anyone
19 alongside of you?

20 A Yes. I worked with the assistant tankerman.

21 Q And what does the assistant tankerman do?

22 A The assistant tankerman assists the person in charge, or
23 the tankerman, with loading and offloading of the petroleum
24 product.

25 JUDGE SANDRON: What -- what was that -- was -- was that

1 the way it was usually done with one tanker and one assistant
2 tanker?

3 THE WITNESS: Yes.

4 Q BY MR. RIMBACH: Does anyone from the tug boat assist in
5 this pro -- process of bunkering, other than just towing the
6 barges?

7 A No, they do not.

8 Q What customers did Foss Maritime have when you worked for
9 Foss Maritime?

10 A They worked exclude -- exclusively with Chevron.

11 Q Okay. And what is Chevron?

12 A It's an oil company.

13 Q Does Chevron have any facilities in the Los Angeles or
14 Long Beach harbors?

15 A I believe so.

16 Q Was it an -- an oil terminal facility?

17 A Yes. They have holding tanks at Vopak Terminals, and I
18 believe they also had an off-site refinery.

19 Q Now, do you have any qualifications or training to become
20 a tankerman?

21 A Yes.

22 Q What kind of qualifications or training?

23 A So we're regulated under the U.S. Coast Guard. And at the
24 time when I received my PIC, or person in charge, I needed to
25 satisfy the requirements of five loads and five discharges

1 under the supervision of a person in charge. Also, sea time.

2 And also firefighting training and first aid and CPR.

3 Q How long was your sea time training?

4 A I believe it was six months.

5 Q And what did that involve?

6 A Time on board.

7 JUDGE SANDRON: How exa -- is that S-E-A, sea time, or a
8 capital C?

9 THE WITNESS: Yes. Sea time, as in S-E-A, sea time.

10 Q BY MR. RIMBACH: Did you have any training with respect to
11 dangerous materials?

12 A Yes.

13 Q What kind of training is that?

14 A HAZWOPER training, hazardous material training.

15 Q What does HAZWOPER mean?

16 MR. RIMBACH: And I believe that's H-A-Z-W-O-P-P-E-R
17 (sic), for the record.

18 A Yes.

19 Q BY MR. RIMBACH: What does that mean exactly?

20 A It means you've been trained on a -- on basically anything
21 to deal with the safety when it comes to petroleum products.

22 Q Who was your most recent direct supervisor at Foss
23 Maritime?

24 A Ronald Costin.

25 Q I believe the last name is spelled C-O-S-T-I-N for the

1 record; is that right?

2 A Yes.

3 Q What was his job title for Foss Maritime?

4 A Barge supervisor.

5 Q Now, you mentioned your last day with Foss Maritime was
6 March 1st, 2021. Why did your employment end?

7 A Due to a layoff.

8 Q When did you first get notice that you would be laid off?

9 A I received noticed of the layoff on December 28th, 2020.
10 I received a phone call from the vice president of my union and
11 also the regional representative of my union that there was
12 going to be a Zoom meeting at 9:00 a.m. that day, Monday,
13 December 28th.

14 Q And that's in 2020?

15 A Yes, 2020. December 28th, 2020.

16 Q Okay. And I'll ask you about that in a little bit, but I
17 want to ask you now about whether you were represented by a
18 union when you were employed by Foss Maritime.

19 A Yes, I was.

20 Q What union was that?

21 A International Organization of Masters, Mates, & Pilots.

22 Q Is that also referred to as MMP?

23 A Yes.

24 Q Did you ever hold any position with MMP when you were
25 working for Foss Maritime?



- 1 A Yes.
- 2 Q What kind of position?
- 3 A I started off as a shop steward in 2006 and carried on
- 4 that position until 2017.
- 5 Q Was that a paid position or an unpaid position?
- 6 A It was unpaid.
- 7 Q Did it become paid at any point?
- 8 A Yes, it did.
- 9 Q When?
- 10 A In 2017.
- 11 Q And why did you become paid in that position in 2017?
- 12 A Because I was now considered the Los Angeles
- 13 representative, and I was hired by the Union on a part-time
- 14 basis.
- 15 Q And when you were hired on a part-time basis by MMP in
- 16 2017, did you continue to work for Foss Maritime full time?
- 17 A Yes, I did. Full time.
- 18 Q What is your current position today?
- 19 A My current position with the Masters, Mates, & Pion --
- 20 Pilots is a Union representative, or business agent.
- 21 Q Is that a full-time position?
- 22 A Yes.
- 23 Q And when did you become employed by MMP full time?
- 24 A March 1st, 2021.
- 25 Q What are your duties as a business representative for MMP

1 currently?

2 A Well, my duties as a representative is to enforce
3 collective bargaining agreements between the Union and the
4 company to ensure both parties, the Union and the company, are
5 fulfilling the terms and con -- terms and conditions of the
6 Collective Bargaining Agreement, to handle daily complaints,
7 grievances, and to negotiate Collective Bargaining Agreements.

8 Q What city is your office in?

9 A Wilmington, California.

10 Q Now, when you were at Foss Maritime, did you have any
11 other roles related to, like, labor management issues?

12 A Yes. I was also a safety delegate for Foss Maritime.

13 Q What was involved in that role?

14 A Specifically, was to -- any safety issues or concerns with
15 the tankermen or assistants, I would address those issues
16 directly with the company.

17 Q How often did you meet with the company as a safety
18 delegate?

19 A We'd have quarterly meetings, but whenever there was an
20 issue, it would be directly at that moment. But quarterly
21 meetings were -- were held.

22 Q Do you recall when you first began that role as a safety
23 delegate?

24 A It was approximately 2010.

25 Q And how long did you do that for?



1 A From 2010 until my layoff.

2 Q When you were employed by Foss Maritime, what
3 classifications of employees were represented by MMP?

4 A Tankermen, tankermen assistants, trainees, and
5 apprentices.

6 Q We've already went over what tankermen and assistant
7 tankermen do; what do apprentices do?

8 A Apprentices are somebody who's aspiring to become a
9 tankerman.

10 Q Do they perform the same or similar work as the tankermen
11 and assistant tankermen; they're just in training?

12 A Yes.

13 Q And what do trainees do?

14 A Trainees are commonly a new hire who will come onboard as
15 a third person to observe the -- the operations. And once
16 they've satisfied their -- that criteria, they'd be released as
17 a -- as a second person onboard.

18 Q What does that mean?

19 A So after their training, they would be released to work as
20 an assistant.

21 Q As an assistant tankerman?

22 A Yes.

23 Q At the time that you were laid off by Foss Maritime on
24 March 1st, 2021, about how many employees were there in the
25 bargaining unit in total?

1 A 30.

2 Q And of those 30, how many were, like, tankermen or
3 assistant tankermen?

4 A Approximately, 21.

5 JUDGE SANDRON: Let me -- let me ask this question.
6 What -- what was the difference between a trainee and an
7 apprentice?

8 THE WITNESS: An apprentice is somebody who's already
9 working as an assistant, but is working his way up to become a
10 person in charge, or tankerman. And a trainee is a new hire
11 who comes on board to learn the operations first, and then he's
12 released.

13 JUDGE SANDRON: I -- I see. So -- so the trainees are the
14 newest employees?

15 THE WITNESS: Yes. That's correct.

16 Q BY MR. RIMBACH: About -- of those roughly 21 assistant
17 tankermen and tankermen in the bargaining unit, were they full
18 time or casual?

19 A So we had 12 guaranteed full-time tankermen and then 13 to
20 21 were on-call.

21 Q What's the difference between a full-time scheduled
22 employee versus a casual or on-call employee?

23 A So a -- the similarity is the 21 all have seniority. They
24 were full-book members with MMP. So the 12 employees who were
25 full time have schedules, and 13 to 21 did not have schedules.

1 They were on-call. And the 22 below did not have full
2 seniority yet.

3 Q So the remaining, like, employees 22 to 30 just did not
4 have full seniority?

5 A Correct. They were considered permits -- casual permits.

6 Q And can you describe what it means exactly to be a full-
7 time scheduled employee?

8 A It means that you held a -- a schedule of four days on and
9 three days off.

10 Q Are those hours guaranteed?

11 A Yes.

12 Q And what about an on-call employee; how does that process
13 work, if you're on call or casual?

14 A So after the -- the barge scheduler would retain the --
15 the jobs, and he would fill the positions with the 12 scheduled
16 employees, and all empty spaces would be supplied by the -- the
17 casual seniority members.

18 Q So those hours were not guaranteed for them?

19 A They were not guaranteed.

20 Q Now, I want to go back to your testimony that you attended
21 a Zoom meeting on December 28th, 2020; is that right?

22 A Yes.

23 Q And you were notified by a -- you were notified about a
24 Zoom meeting by your Union?

25 A Yes. That's correct.

1 Q And did -- do you attend that Zoom meeting?

2 A Yes, I did.

3 Q About what time was that Zoom meeting?

4 A 9 a.m.

5 Q Was there anyone present on behalf of the Union at that
6 Zoom meeting?

7 A Yes. We had the 21 members and also Tim Saffle, who was
8 vice president of the Union, and Regional Representative Sly
9 Hunter.

10 JUDGE SANDRON: Could we get those spellings, Mr. Rimbach?

11 MR. RIMBACH: For the record, Tim Saffle, I believe it's
12 T-I-M, as in Mary, Saffle, S-A-F-F-L-E. And Ezra Sly Hunter,
13 E-Z-R-A, S-L-Y. Last name, H-U-N-T-E-R.

14 JUDGE SANDRON: Okay. Thank you.

15 Q BY MR. RIMBACH: Who is Tim Saffle?

16 A Vice president of the MMP.

17 Q And who is Sly Hunter?

18 A The regional representative for the MMP.

19 Q And his full name is Ezra Sly Hunter; is that right?

20 A Yes. His full name is Ezra Hunter. Sly is a nickname.

21 Q Who was president on behalf of Foss Maritime Management?

22 MR. HILGENFELD: I'm going to object as it -- to
23 relevance. We've spent a fair amount of time where this
24 witness has talked entirely about Foss, who is not a party to
25 this proceeding. I -- I don't know what -- or how Foss'

1 relevance has any relevance to what we're doing here.

2 MR. RIMBACH: It goes directly towards the start of Leo
3 Marine's operations, Your Honor.

4 JUDGE SANDRON: All right.

5 MR. HILGENFELD: Whatever Foss says -- whatever Foss
6 representatives say or doesn't say, doesn't go to any --
7 anything other than what Foss representatives may believe.

8 MR. RIMBACH: It -- it goes towards what work was
9 performed by Foss Maritime, and when that work was transferred,
10 Your Honor.

11 JUDGE SANDRON: All -- all right. Well, I think because
12 we're dealing with a very complex set of relationships between
13 various companies over a period of time, and I don't know where
14 we're going to go in terms of how they interrelate, I'll allow
15 the testimony.

16 Go ahead.

17 Q BY MR. RIMBACH: Who was president on behalf of Foss
18 Maritime Management at this meeting?

19 A It was Paul Hendriks, who was general manager; Ron Costin,
20 my barge supervisor; and Greg Carpenter, director of human
21 resources for Foss Maritime.

22 MR. RIMBACH: For the record, Paul Hendriks is P-A-U-L,
23 and Hendriks is H-E-N-D-R-I-C-K-S (sic). Ronald Costin, last
24 name C-O-S-T-I-N. And Greg Carpenter, the normal spelling.

25 JUDGE SANDRON: Okay. That's fine.

1 Q BY MR. RIMBACH: I'm sorry. Did you say who Greg
2 Carpenter is?

3 A Director of human resources for Foss Maritime.

4 Q And can you describe what happened at this meeting, from
5 the beginning?

6 JUDGE SANDRON: This was a Zoom meeting?

7 THE WITNESS: Yes. It was a Zoom video meeting.

8 JUDGE SANDRON: Do you remember the time and day that it
9 took place?

10 THE WITNESS: Yes. So at 9:00 in the morning.

11 JUDGE SANDRON: Okay.

12 Q BY MR. RIMBACH: Go ahead. What happened at the beginning
13 of the meeting?

14 A Okay. So it was a very short, very quick and -- not to
15 burden anybody's time, but we're talking about December 28th,
16 2020. This is the Monday morning after Christmas, you know,
17 2020, the whole world was shut down because of COVID. You
18 know, we had riots on the street and protesting --

19 JUDGE SANDRON: All right. All right. Excuse me, you
20 know, I -- it's better if you just an -- answer the specific
21 question.

22 A Sure. So he basically read a note -- or he called --

23 JUDGE SANDRON: Who -- who?

24 THE WITNESS: Paul Hendriks.

25 JUDGE SANDRON: Okay.

1 THE WITNESS: Yeah. Paul Hendriks, general manager for
2 Foss Maritime. He read a -- a note that stated, "The tank
3 barges have been sold to Centerline" -- "Centerline. And in
4 exchange, we have purchased their tug boats. And as of
5 February 15th, you will all be laid off."

6 JUDGE SANDRON: Do you remember anything else that was
7 said in that Zoom call by anyone?

8 THE WITNESS: At that point, he -- he asked if anybody had
9 any questions.

10 JUDGE SANDRON: Do you recall if anybody did?

11 THE WITNESS: Yes. I had a question, and that was if our
12 labor contract was a part of the sale, considering we had three
13 years left on our CBA. And he stated, no, not at this time.
14 And that was the only question, and the meeting ended. It
15 lasted less than ten minutes.

16 Q BY MR. RIMBACH: Did he say at the meeting when you would
17 be laid off?

18 A February 15th, 2021.

19 Q Is Foss Maritime part of a larger company?

20 JUDGE SANDRON: Oh, well, let me -- let me just ask you
21 one thing. Did -- do -- what was your last working day for
22 Foss Maritime?

23 THE WITNESS: March 1st, 2021.

24 JUDGE SANDRON: Okay. Thank you. So did you -- so you
25 worked a little past February 15th?

1 THE WITNESS: Yes. They extended the layoff for two more
2 weeks.

3 JUDGE SANDRON: I see. And that -- that late -- later
4 on?

5 THE WITNESS: Yes. Yeah.

6 Q BY MR. RIMBACH: Is -- was Foss Maritime part of a larger
7 company?

8 A Yes. Saltchuk.

9 Q Was Saltchuk mentioned at this meeting?

10 A I don't recall.

11 JUDGE SANDRON: What -- what was -- can you spell that
12 name just so we have a (audio interference)?

13 MR. RIMBACH: S -- sorry. It's S-A-L-T, as in Tom,
14 C-H-U-K.

15 JUDGE SANDRON: All right. Oh, I guess we didn't have it.
16 Is that -- is that one word?

17 MR. RIMBACH: Yes, Your Honor.

18 JUDGE SANDRON: Okay. Thank you.

19 Q BY MR. RIMBACH: I'd like to show you a document that has
20 been marked as GC Exhibit 4.

21 MR. RIMBACH: These documents have been uploaded to
22 SharePoint. I also emailed all the exhibits for this witness
23 to Ms. Denlinger as well as Mr. DiCrocco, the courtroom deputy.

24 JUDGE SANDRON: Okay. I -- I see it on the screens. But
25 one thing, just to remind the parties that documents,

1 especially when they're over a page, they need to be paginated
2 if they're not internally paginated. Because when we get to
3 long documents, it -- it's important that we be able to get to
4 a particular page if it's referenced, or the witness' attention
5 is drawn to a particular page rather than have -- especially
6 when we're dealing with scroll documents.

7 We don't have the luxury of having paper documents in hand
8 that we can flip through. It can be a very cumbersome and
9 tedious process to try to find pages in an unpaginated document
10 that is very lengthy. So I will insist that when we're dealing
11 with, say, documents over one page that are not internally
12 paginated, that they be marked as per -- as I said earlier,
13 like, page 1 of 20, 5 of 20, 20 of 20, et cetera.

14 MR. RIMBACH: Understood. Thank you, Your Honor.

15 JUDGE SANDRON: Of course.

16 Q BY MR. RIMBACH: I'd like to show you what's marked as GC
17 Exhibit 4. It's one page.

18 MR. HILGENFELD: Your Honor, we would object to GC 4.
19 It's not relevant to this case. It doesn't involve any
20 Respondents. We're willing to stipulate there was a sale
21 between Saltchuk and Fo -- Saltchuk and Centerline, and that
22 Foss bunker went to Centerline, and Centerline Tug and Assist
23 (sic) in California went to Foss. I don't see the need to have
24 testimony regarding Fo -- how Foss dealt with that.

25 MR. RIMBACH: This testimony goes directly towards when

1 Leo Marine began performing that work and when those bunkers --
2 those bunker barges were actually transferred with respect to
3 the unlawful recognition allegations, Your Honor.

4 JUDGE SANDRON: All right. I -- I might've mentioned it
5 earlier, but, you know, it's -- it's hard sometimes to know,
6 when you're going through the trial, what evidence will or will
7 not ultimately be relevant and -- and how much relevance -- and
8 how much weight to be given to particular documents. But at
9 this point, I'd rather err on the side of allowing in evidence
10 than excluding what may be potentially relevant evidence. So
11 I'll -- I'll allow the witness to go through the document.

12 Q BY MR. RIMBACH: Do you recognize this document, Mr.
13 Amalfitano?

14 A Yes, I do.

15 Q What is it?

16 A It's the layoff notice.

17 Q Did you receive this?

18 A Yes, I did.

19 Q This letter states that your position was eliminated
20 effective February 15th, 2021. And I believe you said that you
21 weren't actually laid off that date; is that correct?

22 A That's correct.

23 Q When were you actually laid off?

24 A March 1st, 2021.

25 Q Were there any other tankermen laid off at around the same

1 time that you were laid off on about March 1st, 2021?

2 A All of us, the whole crew.

3 Q And do you know why you were not laid off until March 1st,
4 2021?

5 A Yes.

6 Q How do you know?

7 A I was -- I was told that the -- that Centerline was not
8 prepared to receive our barges yet. They were --

9 MR. HILGENFELD: (Indiscernible, simultaneous speech) --

10 A -- still waiting --

11 MR. HILGENFELD: Objection. Foundation, hearsay.

12 JUDGE SANDRON: Right. Who -- who told you that?

13 THE WITNESS: Okay. So I received a phone call from Foss
14 Maritime's barge scheduler, and also from Foss Maritime's barge
15 supervisor, Ron Costin, stating that they were going --

16 JUDGE SANDRON: All right. All right. Hold -- hold on
17 for one second. I -- I think we -- it's better to lay the
18 foundations first, and then let the witness testify about what
19 they said.

20 THE WITNESS: Okay.

21 JUDGE SANDRON: Do -- do you wish to -- do you wish to
22 offer General Counsel Exhibit 4?

23 MR. RIMBACH: Yes, Your Honor, I'd like to offer GC
24 Exhibit 4 into evidence.

25 JUDGE SANDRON: Other than the relevance argument and the

1 other objections to it, Mr. Hilgenfeld?

2 MR. HILGENFELD: Just relevance, Your Honor.

3 JUDGE SANDRON: All right. Your -- your objection is
4 noted. The document is admitted, again, without making any
5 determination on this -- at this point, whether or not it will
6 ultimately be found relevant.

7 **(General Counsel Exhibit Number 4 Received into Evidence)**

8 Q BY MR. RIMBACH: Now, you were about to testify about why
9 you were not laid off until March 1st, 2021. How did you know?
10 How did you find out?

11 JUDGE SANDRON: All right. Well, I think he said he --

12 MR. HILGENFELD: Objection.

13 JUDGE SANDRON: All right. Well, I think the witness said
14 he had two conversations with representatives of the company.
15 Should you -- who -- the first conversation you had was with
16 who?

17 THE WITNESS: The first conversation was with the -- the
18 barge scheduler. Her name is Rosie Chavez.

19 JUDGE SANDRON: And can you just spell that?

20 THE WITNESS: R-O-S-I-E, last name Chavez, C-H-A-V-E-Z.

21 JUDGE SANDRON: And -- and -- and how -- how was that
22 conversation? Was it in person or by phone, or how was it
23 conducted?

24 THE WITNESS: It was by phone.

25 JUDGE SANDRON: And who called whom?



1 THE WITNESS: She called me.

2 JUDGE SANDRON: And -- and do you remember the -- the date
3 that she called you?

4 THE WITNESS: Approximately February 11th or 12th.

5 JUDGE SANDRON: And do you remember the time of day that
6 she called?

7 THE WITNESS: It would be at business hours, anywhere
8 between 9 and 5.

9 JUDGE SANDRON: All right. And -- and how did -- what was
10 said in the conversations?

11 THE WITNESS: She contacted me because I was the Union
12 representative. She wanted to let me know that they were --
13 Foss Maritime was going to extend our layoff for another two
14 weeks because Centerline was not prepared to --

15 MR. HILGENFELD: Objection.

16 THE WITNESS: -- receive our barges.

17 MR. HILGENFELD: Objection. That -- it's going into --
18 it's going into double hearsay. It's going into a conversation
19 between Foss and someone with Centerline, and there's no
20 evidence that Rosie Chavez has any authority to speak on behalf
21 of Foss as a barge scheduler. She is a regular employee and
22 she tried to buy my company, who is two or three steps removed,
23 is an improper use of hearsay.

24 JUDGE SANDRON: All right. All right.

25 MR. RIMBACH: Your Honor, I'd like to ask Mr.

1 Hilgenfeld -- ask you to direct Mr. Hilgenfeld not to interrupt
2 the witness in the middle of his testimony.

3 JUDGE SANDRON: Yes --

4 MR. RIMBACH: Also, this evidence is completely relevant
5 as to the effect on the listener and with respect to Foss
6 Maritime's own operations, with respect to the reasons that,
7 you know, Mr. Amalfitano is aware of that -- with respect to
8 his layoff date.

9 JUDGE SANDRON: All right. Well, like I said, I'll allow
10 certain evidence without necessarily drawing any conclusions at
11 this point on relevance. But I'll -- I'll allow it because we
12 don't know at this point where we're going to go as -- as far
13 as these issues. So why don't you finish, Mr. Amaltano (sic),
14 as -- as to what she said?

15 THE WITNESS: She stated that they were -- that Foss
16 Maritime was going to resend an extension letter to the layoff
17 notice for March 1st.

18 JUDGE SANDRON: Anything else in that conversation that
19 you recall?

20 THE WITNESS: No, that's all I recall.

21 JUDGE SANDRON: All right. Then, Mr. Rimbach, you can
22 cover the second conversation to which the witness already --

23 MR. RIMBACH: I'd just like to --

24 JUDGE SANDRON: -- testified.

25 MR. RIMBACH: -- ask Mr. Amalfitano to repeat what he said

1 about Centerline's purchase because Mr. Hilgenfeld interrupted.
2 I don't think the court reporter was able to catch that.

3 MR. HILGENFELD: Well, it was objectionable, which is why
4 I interrupted, and it's perfectly appropriate. The judge just
5 hadn't asked everything in the statement. You're now leading
6 the witness as to what you want him to testify, not to what he
7 knows.

8 JUDGE SANDRON: All right. Well, let's not -- get --
9 get -- bogged down in arguments. I'll ask the court reporter;
10 did -- did you get earlier what the witness said before the
11 objection? Or if you -- do you feel it needs to be repeated?

12 THE COURT REPORTER: I would appreciate it if it was
13 repeated.

14 JUDGE SANDRON: All right. I'll allow the witness then to
15 repeat it because he -- it apparently wasn't fully picked up by
16 the court reporter. So do you want to --

17 MR. RIMBACH: (Indiscernible, simultaneous speech) --

18 JUDGE SANDRON: Yes.

19 Q BY MR. RIMBACH: Mr. Amalfitano, could you go over again
20 what Ms. Chavez told you as to why your layoff was going to be
21 delayed?

22 A She stated that the reason why there was a delay in the
23 layoff is Centerline wasn't prepared to receive the barges yet.
24 They purchased or built two tugboats that were not yet in the
25 L.A. Harbor and prepared to start moving the barges.

1 JUDGE SANDRON: And -- and that was the extent of what she
2 said?

3 THE WITNESS: Yes.

4 JUDGE SANDRON: All right. Well, that conversation is
5 fully covered. Do you want to turn to the next one, Mr.
6 Rimbach?

7 THE WITNESS: Sure.

8 MR. RIMBACH: Thank you, Your Honor.

9 Q BY MR. RIMBACH: And you said that there was a second
10 conversation you had with respect to being notified about why
11 your layoff was going to be extended until March 1st, 2021.
12 What was that conversation?

13 A It was --

14 JUDGE SANDRON: All right.

15 A -- (indiscernible, simultaneous speech) --

16 JUDGE SANDRON: All right. I -- well, I -- oh, I think
17 it's better to lay the foundation first. I -- I think he --
18 you know, as far as the circumstances, then go on to what
19 was -- was said. Otherwise, we sometimes get what was said in
20 a vacuum. So I think it's best to start with the foundational
21 questions.

22 MR. RIMBACH: Thank you, Your Honor.

23 Q BY MR. RIMBACH: About when was that conversation?

24 A About the same time or the same day as the conversation
25 with Ms. Chavez.

1 Q Who was that conversation with?

2 A My barge supervisor, Ron Costin.

3 Q Do you remember if it was by person -- in person, or by
4 phone?

5 A It was by phone.

6 Q Can you describe that conversation?

7 JUDGE SANDRON: Well -- well, do you -- do you -- you
8 remember the time of day of that one?

9 THE WITNESS: It was after I spoke with Rosie, so business
10 hours between 9 and 5.

11 JUDGE SANDRON: All right. And who said what?

12 THE WITNESS: He stated the same as Ms. Chavez stated,
13 that they were going to extend our layoff notice for -- until
14 March 1st, because Centerline was not prepared to receive the
15 barges at that time. They were still waiting for their
16 tugboats to enter into the L.A./Long Beach Harbor.

17 JUDGE SANDRON: All right. Did -- did he say anythi --
18 did he say anything different from what she had said?

19 THE WITNESS: No, he did not.

20 MR. HILGENFELD: And the same double hearsay objection,
21 Your Honor.

22 JUDGE SANDRON: All right. That's noted on the record.

23 And did you -- did you say anything in that conversation
24 that you recall?

25 THE WITNESS: No, I don't.

1 Q BY MR. RIMBACH: After you received this letter that's
2 dated December 28th, 20 -- actually, let me see. It's dated
3 December 28, 2020. In your capacity as an MMP shop steward and
4 representative at that time, did MMP ever meet with Foss
5 Maritime regarding these layoff announcements?

6 A Yes, we did. We commenced effects bargaining on January
7 3rd.

8 Q Did you attend these effects bargaining meetings?

9 A Yes.

10 JUDGE SANDRON: Oh, okay. You say how many meeting --
11 do -- because you asked -- he mentioned they started. Do you
12 remember how many meetings you had all together?

13 THE WITNESS: Approximately eight to ten sessions.

14 JUDGE SANDRON: And -- and -- and when was -- do you
15 recall when the last one was? You said when the first one was.
16 Do -- do you remember when the last one occurred?

17 THE WITNESS: Right around February 14th.

18 JUDGE SANDRON: And did you attend all of the meetings
19 that were held?

20 THE WITNESS: Yes, I did.

21 Q BY MR. RIMBACH: And who was present on behalf of Foss
22 Maritime at these meetings?

23 A General Manager Paul Hendriks, Labor Relations Director
24 Michael O'Connor, and their inside counsel -- or outside
25 counsel, his name was -- first name was Sam (phonetic

1 throughout), but I don't remember his last name.

2 JUDGE SANDRON: Do -- do you want to spell those names?

3 You -- you -- you can do it, Mr. Rimbach.

4 MR. RIMBACH: Sure. I believe it's Michael O'Conner, O,
5 comma, C-O-N-N-O-R.

6 JUDGE SANDRON: And -- and -- and Michael and Paul and
7 Hendriks would be the way they sound -- the spelling?

8 MR. RIMBACH: Paul, we already have, I believe, spelled in
9 the record --

10 JUDGE SANDRON: Okay.

11 MR. RIMBACH: -- Hendriks.

12 JUDGE SANDRON: And --

13 MR. RIMBACH: Sam, I believe, is S-A-M, last name unknown
14 to Mr. Amalfitano.

15 JUDGE SANDRON: Okay. Were -- and they were the three --
16 were they the three that were always present, or -- or did
17 you -- were there any others that participated in some of the
18 meetings?

19 THE WITNESS: On behalf of Foss Maritime, it was only
20 those three.

21 JUDGE SANDRON: And -- and all three were at all the
22 meetings?

23 THE WITNESS: Yes.

24 JUDGE SANDRON: And how did -- how did those meetings take
25 place?

1 THE WITNESS: Via Zoom video.

2 JUDGE SANDRON: All right.

3 Q BY MR. RIMBACH: What was discussed at these meetings?

4 A Well, when we -- during effects bargaining, we were
5 discussing the -- the -- the layoff and also pay -- severance
6 pay, healthcare, pension, and -- and the main question was if
7 our crew was going to go over to Centerline, the MMP contract.

8 Q And what was discussed about that, exactly?

9 MR. HILGENFELD: Objection. Double hearsay, and also, it
10 is not relevant to what Foss believed or told MMP regarding
11 Centerline's position.

12 JUDGE SANDRON: All right. Well, I -- I'll allow it in a
13 lim -- in -- with the limitation. Who -- who -- who raised --
14 all right. Going to that question about going over to
15 Centerline, do you recall what the manage -- what the
16 management people state -- what -- stated about that? And if
17 you -- if you can recall, who's -- which one and what they --
18 what they said? We -- we don't need to go into, I think, a
19 great deal of -- of detail, but --

20 THE WITNESS: Yes, Your Hon -- yes, Your Honor, I recall.
21 Michael O'Connor stated that they made every reasonable effort
22 to negotiate labor and our contract into the agreement, and
23 that Centerline response was that they were moving in a
24 different direction.

25 JUDGE SANDRON: All right. And anything else you remember

1 management saying at that meeting on -- on that subject?

2 THE WITNESS: No, not at this time.

3 JUDGE SANDRON: All right.

4 Q BY MR. RIMBACH: Thank you. I'd like to now show you
5 what's marked as GC Exhibit 5. It's displayed on the screen
6 here. It consists of one page. It's a letter dated February
7 15th, 2021, addressed to you from Greg Carpenter, senior human
8 resource business partner from Foss Maritime. Do you recognize
9 this letter?

10 A Yes, I do.

11 Q This letter states that --

12 JUDGE SANDRON: All right. Will you -- I -- I mean, it
13 speaks for itself if -- if he --

14 MR. RIMBACH: Okay.

15 JUDGE SANDRON: -- if he looks at it.

16 MR. RIMBACH: Sure.

17 JUDGE SANDRON: Do -- do you recognize that letter?

18 THE WITNESS: Yes, I do, Your Honor.

19 JUDGE SANDRON: And -- and did -- did -- did you receive
20 it on or about February 15th --

21 THE WITNESS: Yes.

22 JUDGE SANDRON: -- 2021? All right. Okay. Mr. Hilgen --
23 Hilgenfeld, any objection? I assume relevance, you're still
24 contending, but other than that?

25 MR. HILGENFELD: Of relevance, Your Honor.



1 JUDGE SANDRON: All right. Noting your objection, the
2 document has been authenticated and is received.

3 **(General Counsel Exhibit Number 5 Received into Evidence)**

4 JUDGE SANDRON: I think, Mr. Hilgenfeld, we'll take it
5 that you have a continuing objection to this line of questions.
6 And you don't need to individually object each time, unless you
7 have another objection, or you don't object, we'll assume you
8 have an objection. An on --

9 MR. HILGENFELD: Okay.

10 JUDGE SANDRON: -- okay. An ongoing objection.

11 MR. HILGENFELD: Thank you, Your Honor.

12 Q BY MR. RIMBACH: I'd like to now show you what's marked as
13 GC Exhibit 6. This letter consists of one page. It appears to
14 be a letter dated January 6, 2021, addressed to Doug Houghton,
15 senior vice president, West Coast, Centerline Logistics
16 Corporation, from Tim Saffle, vice president of MMP. Do you
17 recognize this letter?

18 A Yes, I do.

19 Q Did you receive a copy of this letter when it was sent?

20 A Yes, I did.

21 JUDGE SANDRON: Is there anything show -- you -- you got
22 a, like, a cc of this letter directly?

23 THE WITNESS: Yes, I did.

24 Q BY MR. RIMBACH: Why did MMP send this letter?

25 JUDGE SANDRON: Well, I'm not sure if he can say --



1 MR. HILGENFELD: Objection. Foundation.

2 JUDGE SANDRON: Yeah. I'm not sure he can say why they --
3 they sent it.

4 MR. RIMBACH: Okay. Mr. --

5 JUDGE SANDRON: I mean, (indiscernible, simultaneous
6 speech) --

7 MR. RIMBACH: -- Amalfitano was a --

8 JUDGE SANDRON: Yes.

9 MR. RIMBACH: -- Union representative at the time.

10 JUDGE SANDRON: Well, you -- you have to have him testify
11 about some kind of conversation or communication here that
12 would show the purpose, other than what's in the letter itself.

13 MR. RIMBACH: Right.

14 JUDGE SANDRON: I mean, he doesn't need to repeat what's
15 contained in the letter.

16 Q BY MR. RIMBACH: Okay. The letter references a request to
17 meet with Centerline. Did the Union ever meet with Centerline?

18 MR. HILGENFELD: Objection.

19 A No, we did not.

20 MR. HILGENFELD: Lead --

21 JUDGE SANDRON: Wait, wait, wait.

22 MR. HILGENFELD: Objection. Leading and --

23 JUDGE SANDRON: All right. Just -- just a second.

24 What --

25 MR. HILGENFELD: It's -- it's objectionable, Your Honor.

1 It's leading and it's improper foundation.

2 JUDGE SANDRON: Well, the -- well, the letter he
3 received -- let's scroll down just a little bit.

4 MR. HILGENFELD: But he asked about what MMP did, whether
5 MMP met. There has not been testimony that Mr. Alfanotano
6 (sic) would know what MMP is doing as a large organization.

7 JUDGE SANDRON: Can you go up -- scroll it up again? This
8 is one -- okay. The -- so the Union sent this letter to
9 Centerline?

10 THE WITNESS: That's correct, Your Honor.

11 JUDGE SANDRON: And you received a copy of it when it was
12 sent?

13 THE WITNESS: Yes, I did.

14 JUDGE SANDRON: All right. Well, I'll receive the letter
15 itself. So General Counsel 6 is received.

16 **(General Counsel Exhibit Number 6 Received into Evidence)**

17 JUDGE SANDRON: But now, it makes reference to -- to
18 meetings. Did you have -- did you have any direct
19 communications with Centerline yourself?

20 THE WITNESS: Me personally, no.

21 JUDGE SANDRON: Did you ever -- did you ever attend any
22 such meetings with Centerline?

23 THE WITNESS: No.

24 JUDGE SANDRON: All right.

25 Q BY MR. RIMBACH: Do you know if anyone else from MMP met

1 with Centerline?

2 A Nobody from MM & P (sic) met with Centerline.

3 Q Do you know why MMP sent this letter?

4 A Yes, I do.

5 MR. HILGENFELD: Objection. Foundation.

6 JUDGE SANDRON: Oh, all right. I -- I don't -- I --

7 MR. RIMBACH: I'm trying to establish foundation, Your
8 Honor.

9 JUDGE SANDRON: --

10 MR. HILGENFELD: (Indiscernible, simultaneous speech) --

11 JUDGE SANDRON: Okay. All right. Just a second. But I
12 don't think he can -- it wasn't sent by him, so I don't know if
13 he can testify about why it was sent by the -- by MMP -- by
14 the person who composed the letter and sent it. That is cap --
15 Captain Tim, S-A-F-F-L-E. And other than what's -- the letter
16 says, can you -- I mean --

17 MR. RIMBACH: I'm going to move on, Your Honor.

18 JUDGE SANDRON: Right. It speaks for itself, basically,
19 as to why they even sent it.

20 MR. RIMBACH: Thank you. I'll move on.

21 JUDGE SANDRON: And I've received it, so it's in the
22 record.

23 Q BY MR. RIMBACH: And when you became an MMP
24 representative, did you have any other conversations with
25 workers in the Long Beach and L.A. Harbor about the Foss

1 Maritime layoffs?

2 JUDGE SANDRON: What was his -- what was that question?
3 When he became --

4 MR. RIMBACH: Oh, sorry.

5 Q BY MR. RIMBACH: I'm referring you to the mid-February
6 2021 time period, before the layoffs from Foss Maritime.
7 During that time period, did you have any other conversations
8 with workers in the Los Angeles and Long Beach Harbors in your
9 capacity as an MMP representative about the Foss Maritime
10 layoffs?

11 JUDGE SANDRON: Well --

12 A Yes, I did.

13 JUDGE SANDRON: All -- all right. I'm not sure his
14 conversations with coworkers is of much use. If you're talking
15 about his conversations with anybody who is a -- a -- at least
16 a punitive agent of the Employer at the time, then it would
17 have a bearing. But just conversations with coworkers; I'm not
18 sure that adds much to what we're looking at. You know,
19 they're not agents of the employ -- of the -- the Respondents,
20 or even of the -- the Employer at that time. I mean, if he
21 communicated -- if he had any -- if he followed up with -- with
22 management on those discussions, that's another matter. Do --
23 do you understand what I'm getting at?

24 MR. RIMBACH: Yes, Your Honor.

25 JUDGE SANDRON: So -- so maybe you can either rephrase

1 your -- your question or -- or go on to another inquiry.

2 MR. RIMBACH: Your Honor, this goes to background
3 information about Antonio Amalfitano's future actions.

4 JUDGE SANDRON: All right. You know, if -- if you want,
5 if it's just for that purpose, but I -- I'll allow if -- if
6 it's a predicate for what he did afterward.

7 MR. RIMBACH: Okay.

8 JUDGE SANDRON: But -- but then you're saying that this
9 led him to have contacts with management?

10 MR. RIMBACH: Well, it goes to his future -- seeking work,
11 Your Honor.

12 JUDGE SANDRON: Of seeking --

13 MR. RIMBACH: (Indiscernible, simultaneous speech) work.

14 JUDGE SANDRON: All right. Well, I'll allow it. We'll
15 see where you go.

16 MR. RIMBACH: Okay.

17 JUDGE SANDRON: Where that --

18 MR. RIMBACH: Okay.

19 Q BY MR. RIMBACH: Did you have conversations with -- well,
20 let me see.

21 JUDGE SANDRON: And -- and I think for those kinds of
22 conversations, you can just get a summary. We don't need
23 extensive testimony about foundation. If he can just summarize
24 what they said, and then you can move to what he did.

25 MR. RIMBACH: Sure.

1 Q BY MR. RIMBACH: Did you have any conversations with other
2 workers in the Los Angeles and Long Beach Harbor about the Foss
3 Maritime layoffs around February of 2021?

4 A Yes, I did.

5 Q Just briefly, what were those conversations?

6 A There was --

7 MR. HILGENFELD: Objection. Just for the record,
8 objection. Hearsay. Also, whatever his witnesses and
9 coworkers told him, it's unclear how that would impact his
10 mental state on what he did later on.

11 JUDGE SANDRON: All right. Well, we'll -- we'll see where
12 he goes with it. But your objection's noted. Just summarize
13 for us the -- the gist of those conversations.

14 THE WITNESS: Okay, Your Honor. Yes. Basically, to sum
15 it up, I reached out to anybody who was involved in union labor
16 and looking for support. I reached out to members of the
17 Inlandboatmen's Union, members of the -- of the Teamsters,
18 ILWU. Anybody who had an ear, I wanted them to hear what was
19 going on and looking for support.

20 JUDGE SANDRON: All right.

21 THE WITNESS: And that was basically the -- the
22 conversations.

23 JUDGE SANDRON: Well, is that -- I -- I think -- was that,
24 Mr. Rimbach, what you were -- the question you were asking? I
25 thought you had asked him about his conversations with -- with

1 other employees of the Employer for whom he was working, right?
2 Are you talking about --

3 MR. RIMBACH: Yes, Your Honor, it goes to MMP's attempts
4 to retain those jobs and when they were ultimately -- when the
5 work was ultimately moved.

6 MR. HILGENFELD: But gossip around the cowork -- between
7 coworkers doesn't go to what MMP is doing, and especially
8 coworkers at Foss have no bearing on the correspondence in this
9 matter and certainly don't even respond to what MMP was doing
10 as an organization.

11 JUDGE SANDRON: All right. Well, why -- why don't you
12 then just go on, Mr. Rimbach, with what efforts he made as the
13 representative of MMP, regarding the work? But we don't -- we
14 don't -- we don't really need to have anything about his
15 conversations with -- with coworkers. But you can just go
16 ahead with what efforts he made on behalf of MMP?

17 MR. RIMBACH: Okay. I'll just ask one more question,
18 though.

19 Q BY MR. RIMBACH: Did you -- did you learn at any point
20 where -- where exactly that work was going to go?

21 MR. HILGENFELD: Objection. Foundation, hearsay.

22 JUDGE SANDRON: All right. Well -- well, let's see if he
23 can lay the foundation. If the --

24 THE WITNESS: Yes, it wasn't about where the --

25 JUDGE SANDRON: All right. Hold on. So he -- you --

1 you -- you found out where the work was going to go? Is
2 that -- you did find that out?

3 THE WITNESS: Yes.

4 JUDGE SANDRON: Okay. Why -- why don't you then see if
5 you can lay the foundation for that, Mr. Rimbach?

6 MR. RIMBACH: Sure.

7 Q BY MR. RIMBACH: And -- and when did you first find out
8 where that work was exactly going to go?

9 MR. HILGENFELD: Objection. Foundation.

10 JUDGE SANDRON: Well, I think we're going to see if Mr.
11 Rimbach can --

12 MR. RIMBACH: I just asked when.

13 JUDGE SANDRON: Okay.

14 MR. RIMBACH: I think that's an initial --

15 JUDGE SANDRON: Yeah, properly lay --

16 MR. RIMBACH: I believe that was foundation.

17 JUDGE SANDRON: Yes. Right. That's a foundational
18 question, so we can ask, and then we'll see if you can follow
19 up with other foundational questions. Go ahead.

20 Do you -- when did you find that out?

21 THE WITNESS: On or about February 12th to the 15th.

22 JUDGE SANDRON: And -- and -- how did you find that out?

23 THE WITNESS: Just speaking with people around the harbor.

24 JUDGE SANDRON: Did you speak with any of the Foss
25 managers about that?

1 THE WITNESS: I don't recall.

2 JUDGE SANDRON: Go --

3 MR. HILGENFELD: This is gossip -- this is gossip, Your
4 Honor.

5 JUDGE SANDRON: Well, I -- I -- I think we -- did -- did
6 you speak with any representatives of -- of other companies or
7 (indiscernible, simultaneous speech) --

8 THE WITNESS: Yes, I -- yes, I did. I found out that
9 the -- that Centerline was going -- going to continue to load
10 the Chevron barges --

11 JUDGE SANDRON: All right.

12 THE WITNESS: -- at Vopak.

13 JUDGE SANDRON: All right. But who -- who -- where -- did
14 you hear that from any representative of -- of a company?
15 Not -- not just other employees, but from either Foss or
16 Centerline or any of the other employers that were, you know,
17 involved in the area?

18 THE WITNESS: I heard directly from the terminal itself
19 that the Chevron work would be retained at Vopak.

20 JUDGE SANDRON: Well, who is -- do you recall who -- who
21 told you at the ter -- the -- from the terminal management, or
22 how did you hear that?

23 THE WITNESS: I just heard that through workers at the --
24 at the terminal.

25 JUDGE SANDRON: All -- all right, but did you hear from

1 any officials at the ter -- at the terminal? That's my
2 question. Did you, you know, hear any --

3 THE WITNESS: I don't recall.

4 JUDGE SANDRON: All right. Well, don't know if there's
5 been enough of a foundation for the answers.

6 Q BY MR. RIMBACH: What is Vopak?

7 A It's a oil tank terminal.

8 Q Okay.

9 JUDGE SANDRON: Right. So --

10 MR. RIMBACH: I'll move on, Your Honor.

11 JUDGE SANDRON: Okay. Well, that --

12 Q BY MR. RIMBACH: Do you know how to spell Vopak?

13 A Yes, it's V-O-P-A-K.

14 JUDGE SANDRON: Okay. So on this conv -- on this answer,
15 Mr. Hildengeld's (sic) -- feld, excuse me, objection's
16 sustained, so.

17 Q BY MR. RIMBACH: After you learned that Foss Maritime
18 would sell its bunker business to Centerline, did you seek
19 employment anywhere else at a Maritime company?

20 A Yes, I did.

21 Q Which company?

22 A With Centerline.

23 Q Okay. How did you seek that employment with Centerline?

24 A I submitted an application online.

25 Q Okay. Where did you see that job posting?

1 A I seen it on the Centerline website.

2 Q Do you remember what the position was for on the
3 Centerline website?

4 A Yes, it was for tankermen in the L.A. Harbor.

5 JUDGE SANDRON: Do you remember when you saw it?

6 THE WITNESS: Yes. I seen the initial posting on February
7 11th, and then I applied on February 12th.

8 MR. RIMBACH: Oh.

9 JUDGE SANDRON: Okay. You know, I think as I mentioned,
10 parties, because I'm on Eastern Time, it's now 5:14. So I -- I
11 want to adjourn by 5:30, and then we'll -- we'll resume at 9
12 a.m. Pacific, 12 Eastern tomorrow. Before we -- to make sure I
13 get it on the record, we'll make sure we have everything, you
14 know, in line for what we have done and what we'll do tomorrow.

15 Go ahead. I think you -- you picked up another document
16 at --

17 MR. RIMBACH: Yeah, sorry. One second, Your Honor.

18 JUDGE SANDRON: All right. All right. Sure. This goes
19 there.

20 THE WITNESS: Yeah, so I applied January 12th, 2021.

21 MR. RIMBACH: Okay. Okay.

22 Q BY MR. RIMBACH: So after you applied -- all right. Let
23 me stop sharing my screen. Okay. So you applied in January of
24 2021 to Centerline?

25 A Yes, on January 12th, 2021.

1 Q Okay. So you misspoke when you said in February a little
2 earlier?

3 A Yeah. It was January 12th when I applied.

4 Q Did you hear back after you applied to the tankerman job?

5 A Yes, I did.

6 Q Okay. And what was the name of the employer on that --
7 that job application?

8 A It was, I believe, Centerline.

9 Q And did you hear back after you applied? And from who, if
10 you did?

11 A Well, I reached out to -- I gave them a call to follow up
12 on my application. I believe that was about January 20th. I
13 spoke with, I believe her name is Kim Cartagena from human
14 resources.

15 JUDGE SANDRON: Can you -- can we get the spelling of that
16 if we know?

17 MR. RIMBACH: Oh, it's -- full name, Kimberly,
18 K-I-M-B-E-R-L-Y, last name, C-A-R-T-A-G-E-N-A. She's a named
19 agent of the Respondent in the complaint.

20 JUDGE SANDRON: And -- and who --

21 MR. HILGENFELD: I'm going to --

22 JUDGE SANDRON: Oh -- oh, I -- yes?

23 MR. HILGENFELD: I -- I would ask that General Counsel, if
24 you're going to talk about being Respondents, you name which
25 respondent you believe they're a named respondent to.

1 MR. RIMBACH: Well, our allegation is that she is a
2 representative of Centerline, Leo Marine, and Olympic Tug &
3 Barge.

4 JUDGE SANDRON: All right. I believe it's alleged it's a
5 single employer; so maybe it can be clarified -- clarified as we
6 go with whom she that -- she's directly employed. So she's
7 with -- she's with Center -- she's with Centerline? Just --
8 would you -- when she -- when she answered you, she was in the
9 HR department of Centerline, was your understanding?

10 THE WITNESS: Yes, that's correct, Your Honor.

11 JUDGE SANDRON: And that's on the document? Now, let me
12 see. Is -- we'll have to -- can you pull that up again? This
13 is one of the issues with Zoom. Could you put -- does that
14 document have her name or are we talking --

15 MR. RIMBACH: It --

16 JUDGE SANDRON: -- about -- there's --

17 MR. RIMBACH: There's no document yet with her name on it,
18 I believe.

19 JUDGE SANDRON: Oh, all right. All right. So -- so
20 you -- you -- all right. Did -- you call -- did she call you
21 from that office, or did you call her at that office?

22 THE WITNESS: I called her.

23 JUDGE SANDRON: And that was at the HR office at
24 Centerline?

25 THE WITNESS: Yes, Your Honor.

1 JUDGE SANDRON: All right. Go ahead. We'll -- we'll
2 finish up with this --

3 MR. RIMBACH: What was the (indiscernible, simultaneous
4 speech) --

5 JUDGE SANDRON: What's that?

6 MR. RIMBACH: I'm sorry, Your Honor. I didn't --

7 JUDGE SANDRON: Oh, we'll --

8 MR. RIMBACH: I didn't mean to interrupt.

9 JUDGE SANDRON: Oh, that's all right. We'll -- we'll
10 finish up with the -- the next couple of questions before we
11 adjourn for the evening, and then we'll continue with the
12 witness' testimony on direct examination tomorrow morning.

13 Q BY MR. RIMBACH: What did you speak to Ms. Cartagena
14 about?

15 A It was a follow-up conversation about my application, if
16 they received it, and if I would have an interview.

17 Q What was discussed about an interview?

18 A She said she would send me a Zoom link, I believe, for
19 January 21st, for an interview.

20 Q Now, did that Zoom interview take place?

21 A Yes, it did.

22 Q Did it pla -- take place on that day, January 21st, 2021?

23 A Yes, it did.

24 Q Okay.

25 JUDGE SANDRON: Do you -- do you remember the time -- time

1 that it took place?

2 THE WITNESS: I don't recall, Your Honor.

3 JUDGE SANDRON: All right. Do -- do you remember who was
4 on the Zoom call?

5 THE WITNESS: Yes, I do.

6 JUDGE SANDRON: Who was that? So besides -- besides you.

7 THE WITNESS: Okay. It was Kimberly Cartagena, Sven
8 Titland, Brian Vartan, Ben (sic) Harvey, and there's one more
9 person. Did I say Ben Kotin?

10 JUDGE SANDRON: Okay. Can -- maybe (indiscernible,
11 simultaneous speech) --

12 MR. RIMBACH: I can spell those for --

13 JUDGE SANDRON: Yes. Yes.

14 MR. RIMBACH: -- the record, Your Honor.

15 JUDGE SANDRON: Go ahead. Go ahead.

16 MR. RIMBACH: Brian Vartan, B-R-I-A-N, last name, V, as in
17 Victor, A-R-T-A-N. Kimberly Cartagena, we have.

18 JUDGE SANDRON: Right.

19 MR. RIMBACH: Sven Titland, S-V-E-N, T-I-T-L-A-N-D. Ben
20 Kotin, B-E-N, last name, K-O-T-I-N. And I believe the witness
21 said Ben Harvey, but there's another individual, Bowman Harvey,
22 listed in the complaint.

23 Q BY MR. RIMBACH: So maybe I can ask Mr. Amalfitano if he
24 recalls whether he's referring to Bowman Harvey?

25 A Yes, I am. Bowman Harvey.

1 MR. RIMBACH: That name is B-O-W-M-A-N, last name,
2 H-A-R-V-E-Y.

3 JUDGE SANDRON: And -- and those individuals were all with
4 Centerline? I don't know --

5 THE WITNESS: They -- they introduced themselves during
6 the meeting. Sven Titland was from Ocean (sic) Tug & Barge.
7 Kimberly was from Centerline HR. Mr. Harvey was a
8 representative from Alaska. I'm not sure what company he was
9 with. Ben Kotin was a safety representative in L.A., not sure
10 what company. And Brian Vartan, Leo Marine.

11 Q BY MR. RIMBACH: You said Ocean Tug & Barge. Did you mean
12 Olympic Tug & Barge?

13 A Excuse me, yes. Olympic Tug & Barge.

14 JUDGE SANDRON: Okay. Now, I -- you know, one of the
15 things can -- now, in the application -- when you applied for a
16 job -- and now I don't have the luxury you're having the
17 document before me to look at. But when you applied for a
18 position, was that specifically with -- with Centerline, or was
19 that -- at -- was that for whom the application was, for
20 Centerline, specifically?

21 THE WITNESS: So it was a little confusing, Your Honor,
22 because the day before, when I went on the website, it said --
23 it said L.A. tankerman, Centerline/Leo Marine. And then when I
24 applied on February 12th, the posting changed to West Coast
25 tankerman, Centerline.

1 JUDGE SANDRON: And -- and when you talked with the
2 individual you mentioned by phone about having an interview,
3 did -- did she say specifically to whom the application would
4 be addressed, or did she -- that -- was that not mentioned at
5 the time?

6 THE WITNESS: She didn't mention it, but I did. I said
7 I'm calling to follow up on the tankerman position in Los
8 Angeles Harbor.

9 JUDGE SANDRON: I see. Okay. Why don't you finish up
10 with what was said during that interview, Mr. Rimbach, and then
11 we'll -- we'll adjourn after that.

12 MR. RIMBACH: Thank you, Your Honor.

13 Q BY MR. RIMBACH: Can you describe what happened at this
14 interview from the start?

15 A Yes, first introductions were made, and then questions.

16 JUDGE SANDRON: Okay. Do -- do you recall who said what
17 as the meeting went forward? Who -- who opened it, and then,
18 as best as you recall, what -- what was said by each person and
19 you?

20 THE WITNESS: I believe it started with Kimberly Cartagena
21 introducing herself as human resources from Centerline. Then
22 Sven Titland introduced himself as a representative from
23 Olympic Tug & Barge. Brian --

24 JUDGE SANDRON: Okay, sir. All right, sir. Well, I think
25 we'll -- we'll go past the introductions. I think you already

1 said how they introduced themselves, so why don't you go
2 straight to what was -- you know, after that, what was said?

3 THE WITNESS: Okay. Then there were general questions
4 about tankerman questions, and also Chevron-specific questions.

5 JUDGE SANDRON: Well, who -- who asked -- who asked the --
6 those questions?

7 THE WITNESS: The Chevron-specific questions were from
8 Brian Vartan.

9 JUDGE SANDRON: And what did he ask? I mean, what -- what
10 kind of questions was specific to Chevron?

11 THE WITNESS: He asked if I was -- if I was aware how Foss
12 serviced the Chevron contract, who the contact person was, how
13 did we receive orders on the barge, if I'm aware of where the
14 tank barge operation manual was located in regards to Chevron,
15 and if I was familiar with the vapor recovery system on the
16 barge.

17 JUDGE SANDRON: Let me ask it like this. Is the
18 questions -- the questions that were asked by the
19 representatives of those companies, did they primarily go to
20 your experience at the port?

21 THE WITNESS: Yes.

22 JUDGE SANDRON: All right. And you -- do you recall them
23 saying any -- saying that, you know -- and I assume you
24 answered the questions -- and did they say anything to you
25 beyond going to your qualifications and your answering them?

1 Was there anything else at that interview that they said?

2 THE WITNESS: No, that was it, Your Honor.

3 JUDGE SANDRON: Did -- did they give you a decision at
4 that time about your being hired? Or was it --

5 THE WITNESS: No, they did not.

6 JUDGE SANDRON: All right. Well, I think this might be a
7 good time to adjourn. It's 5:25, and --

8 MR. RIMBACH: May I just ask one or two follow-up
9 questions, Your Honor, before we end with the interview?

10 JUDGE SANDRON: As long as you do it by 5:30, that's my
11 deadline. I have found that attorneys tend to keep going, and
12 so --

13 Q BY MR. RIMBACH: Did each of these individuals that you
14 mentioned at this meeting ask you questions, or just Brian
15 Vartan?

16 A Everybody asked me questions except for Ben Kotin.

17 Q And they all asked you similar questions with respect to
18 your experience?

19 A Yes.

20 Q Okay.

21 MR. RIMBACH: That was it, Your Honor. Thank you.

22 JUDGE SANDRON: Okay.

23 MR. HILGENFELD: Your -- Your Honor?

24 JUDGE SANDRON: Yes?

25 MR. HILGENFELD: We would -- we will be asking for a

1 Jencks statement. To save time tomorrow, we would like to get
2 a copy now.

3 UNIDENTIFIED SPEAKER: (Indiscernible, simultaneous
4 speech) --

5 JUDGE SANDRON: It's up to the General Counsel, but the --
6 I think their only obligation is to turn it over after the --

7 UNIDENTIFIED SPEAKER: (Audio interference) --

8 JUDGE SANDRON: -- conclusion of direct examination.

9 MR. HILGENFELD: I understand.

10 MR. RIMBACH: Yes, Your Honor. That would be --

11 MR. HILGENFELD: We will ask --

12 MR. RIMBACH: -- our preference.

13 MR. HILGENFELD: We will be asking for time to review it,
14 and so it's 30 to 45 minutes that we --

15 JUDGE SANDRON: All right.

16 MR. HILGENFELD: -- concede.

17 MR. HILGENFELD: All right.

18 JUDGE SANDRON: That's up to the General Counsel.

19 MR. RIMBACH: Yeah, we'll -- we'll be providing the Jencks
20 statement after --

21 JUDGE SANDRON: All right.

22 MR. RIMBACH: -- Mr. Amalfitano's testimony, Your Honor.

23 JUDGE SANDRON: All right. Well, that --

24 MR. HILGENFELD: Yeah.

25 JUDGE SANDRON: Well, that's the General Counsel's

1 prerogative if they wish to furnish it earlier or not, so.

2 UNIDENTIFIED SPEAKER: The -- I won't ask (indiscernible,
3 simultaneous speech) --

4 JUDGE SANDRON: They have declined to do so.

5 UNIDENTIFIED SPEAKER: (Audio interference).

6 JUDGE SANDRON: So I think we're getting static. I don't
7 know from whom.

8 UNIDENTIFIED SPEAKER: (Audio interference).

9 JUDGE SANDRON: But --

10 MR. RIMBACH: It's the 1 -- 0166 number, Your Honor.

11 JUDGE SANDRON: All right. Well, I -- I -- I do want to
12 state that -- well, I want to thank Mr. Brian DiCrosso (sic)
13 for pitching today as the courtroom deputy. I -- I believe
14 that -- that Alisa Jones had an -- some kind of family
15 emergency this morning, and -- and that's why she was not able
16 to participate today. We -- we are expecting to have another
17 courtroom deputy tomorrow. But anyway, thank you Mr. DiCrocco
18 for filling in today on short notice.

19 MR. DICROCCO: You're very welcome, Judge Sandron.

20 JUDGE SANDRON: So we -- I will see everybody tomorrow at
21 noon, my time, which is Eastern, and 9:00 Pacific Time. So
22 everybody, have a good afternoon and evening, and we'll stand
23 adjourned until tomorrow. Off the record.

24 **(Whereupon, the hearing in the above-entitled matter was**
25 **recessed at 2:28 p.m. until August 9, 2022 at 9:00 a.m.)**

C E R T I F I C A T I O N

This is to certify that the attached proceedings, via Zoom videoconference, before the National Labor Relations Board (NLRB), Region 21, Case Numbers 19-CA-273208, 19-CA-273220, 19-CA-273226, 19-CA-273928, 19-CA-273985, 19-CA-273771, 19-CB-273986, 21-CA-273926, Leo Marine Services, Inc., Olympic Tug & Barge, Inc., and Centerline Logistics Corporation and Olympic Tug & Barge, Inc. and Centerline Logistics Corporation and Leo Marine Services, Inc. and Centerline Logistics Corporation, Westoil Marine Services, Inc., and Harley Marine Financing, LLC and Inlandboatmen's Union of the Pacific Centerline Logistics Corporation, Leo Marine Services, Inc., and Olympic Tug & Barge, Inc. and International Organization of Masters, Mates & Pilots, AFL-CIO, held at the National Labor Relations Board, Region 21, 312 North Spring Street, Tenth Floor, Los Angeles, CA 90012, on August 8, 2022, at 9:12 a.m. was held according to the record, and that this is the original, complete, and true and accurate transcript that has been compared to the reporting or recording, accomplished at the hearing, that the exhibit files have been checked for completeness and no exhibits received in evidence or in the rejected exhibit files are missing.



JACQUELINE DENLINGER

Official Reporter



CENTERLINE LOGISTICS
CORPORATION,
LEO MARINE SERVICES, INC., AND
OLYMPIC TUG & BARGE, INC.

21-CA-273926

and

INTERNATIONAL ORGANIZATION OF
MASTERS, MATES & PILOTS, AFL-
CIO

Place: Los Angeles, CA

Dates: August 9, 2022

Pages: 162 through 334

Volume: 3

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(602) 263-0885



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

REGION 21

In the Matter of:

LEO MARINE SERVICES, INC.,
 OLYMPIC TUG & BARGE, INC., AND
 CENTERLINE LOGISTICS
 CORPORATION,

and

OLYMPIC TUG & BARGE, INC.

and

CENTERLINE LOGISTICS
 CORPORATION

and

LEO MARINE SERVICES, INC.

and

CENTERLINE LOGISTICS
 CORPORATION,
 WESTOIL MARINE SERVICES, INC.,
 AND
 HARLEY MARINE FINANCING, LLC

and

SEAFARERS INTERNATIONAL UNION

and

INLANDBOATMEN'S UNION OF THE
 PACIFIC

and

Case Nos.	19-CA-273208
	19-CA-273226
	19-CA-273220
	19-CA-273928
	19-CA-273985
	19-CA-273771
	19-CB-273986
	21-CA-273926

CENTERLINE LOGISTICS
CORPORATION,
LEO MARINE SERVICES, INC., AND
OLYMPIC TUG & BARGE, INC.

and

INTERNATIONAL ORGANIZATION OF
MASTERS, MATES & PILOTS, AFL-
CIO

The above-entitled matter came on for hearing, via Zoom
videoconference, pursuant to notice, before **IAN SANDRON**,
Administrative Law Judge, at the National Labor Relations
Board, 312 North Spring Street, Suite 10150, Los Angeles, CA
90012-4701, on **Tuesday, August 9, 2022, 9:05 a.m.**

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I N D E X

<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>VOIR DIRE</u>
Antonio Amalfitano	168,182	237	273	276	
Cesare Bristol	282				

E X H I B I T SEXHIBITIDENTIFIEDIN EVIDENCE**General Counsel:**

GC-7	176	193
GC-8	193	200
GC-9	215	218
GC-10	218	219
GC-11	220	227
GC-12	302	303
GC-13	309	313
GC-14	314	316
GC-17	326	331

1 P R O C E E D I N G S

2 JUDGE SANDRON: I think yesterday we had left off with the
3 General Counsel examining Mr. Amalfitano, and so we'll resume
4 direct examination at this point.

5 Mr. Rimbach, you're going to continue direct examination?

6 MR. HILGENFELD: Your Honor, real quick. We still have
7 the motion, the IBU has filed a petition regarding the subpoena
8 issue, so that's still outstanding. I don't know if you want
9 to wait until after Mr. Amalfitano's testified, or deal with
10 that before we get started.

11 JUDGE SANDRON: Well, I will deal with that at a later
12 point, certainly before the General Counsel finishes its case,
13 and then we can see where things stand. Obviously, you'll have
14 an answer before you begin your case in chief, but I'll have it
15 before then. I mean, this case is going to be lengthy, so I
16 don't see any prejudice in a delay in making a decision. But
17 I'll try to get to that fairly soon, okay?

18 MR. HILGENFELD: Thank you.

19 JUDGE SANDRON: Mr. Rimbach?

20 MR. HILGENFELD: Mr. Rimbach, we can't hear you.

21 JUDGE SANDRON: Right.

22 MR. RIMBACH: I apologize.

23 Good morning, Mr. Amalfitano.

24 JUDGE SANDRON: Oh.

25 THE WITNESS: Good morning.

1 JUDGE SANDRON: Oh. Before we go, just one thing. Today,
2 Diane Bridge is our courtroom deputy.

3 So go ahead.

4 **RESUMED DIRECT EXAMINATION**

5 Q BY MR. RIMBACH: Yesterday during your testimony, you
6 mentioned Foss Maritime's customer, Chevron. Was Chevron Foss
7 Maritime's only customer, or one of many customers?

8 A It was their only customer in regards to petroleum.

9 Q What do you mean by petroleum?

10 A As far as moving oil on the barges, they were their
11 exclusive customer.

12 Q And when you referred to moving oil, was that the
13 bunkering process that you described yesterday?

14 A Yes.

15 Q Can you explain what exactly the nature of Foss Maritime's
16 work was for Chevron?

17 A As far as the petroleum barges go, it was for bunkering
18 vessels.

19 Q Do you recall what barges were used to perform that work?

20 A Yes.

21 Q What barges?

22 A In the L.A. Long Beach Harbor, we have three barges, the
23 FDH 35-3, the FDH 35-4, and the FDH 35-5.

24 Q What does FDH mean?

25 A FDH stands for Foss Double Hull.

1 Q What is a double hull? I believe that's spelled H-U-L-L,
2 is that right?

3 A Yes, that's correct.

4 Q What is a double hull?

5 A A double hull is a secondary structure outside of the main
6 structure of a vessel, and on the bottom of the vessel, which
7 creates a void space around the vessel structure. In case of
8 collision or leaks in the tank, it would not go into the
9 environment or into the water.

10 Q And what does the number of 35 mean in the names of these
11 three barges?

12 A The 35 stands for 35,000 barrels.

13 Q Do you know how many gallons are in a barrel?

14 A You have 42 US gallons in one barrel.

15 Q And these barges, they also have another number associated
16 with them; you said 3, 4, and 5. What does that mean?

17 A That's the number of the -- of when they were built. So
18 the dash 3 was built third, dash 4, fourth, dash 5. And in San
19 Francisco, they had the first two builds, the dash 1 and the
20 dash 2.

21 Q Do you know whether Chevron required the use of these
22 particular barges?

23 A Yes.

24 MR. HILGENFELD: Objection. Foundation.

25 JUDGE SANDRON: All right. Well, if he -- I think if he

1 knows, he can --

2 MR. HILGENFELD: But how would -- how would he know if he
3 doesn't have access to the contract or have understanding of
4 what Chevron as a company determines?

5 JUDGE SANDRON: All right. Well, we don't know yet the
6 basis of how he's going to answer then. Obviously if he
7 doesn't have adequate foundation, we can't consider the
8 testimony. But we don't know yet, so I'll allow the question.

9 MR. RIMBACH: Let me ask it again.

10 Q BY MR. RIMBACH: Do you know whether Chevron required the
11 use of these particular barges?

12 A Yes, they did.

13 Q How do you know that?

14 A Because all three barges had a vapor recovery system on
15 board.

16 Q What is a vapor recovery system?

17 A A vapor -- vapor recovery system is used when barges are
18 what is called closed loading, when the hatches are secured,
19 and the emissions of the vapors are processed through a carbon
20 filter, which minimizes the -- the emissions going into the
21 atmosphere.

22 JUDGE SANDRON: All right. Well, how does that answer the
23 qu -- you know, how did that give you the knowledge to answer
24 that question? I mean, how does that relate? Do you
25 understand?

1 THE WITNESS: Are you asking me, Your Honor? I'm sorry.

2 JUDGE SANDRON: Yes because it's not --

3 THE WITNESS: Okay.

4 JUDGE SANDRON: -- it's not clear the connection with the
5 question.

6 THE WITNESS: Well, it's a requirement from Chevron that
7 whenever they load or discharge, that a vessel must have a
8 vapor recovery system. They're environmentally conscious, and
9 that's one of their requirements.

10 JUDGE SANDRON: And your question was, Mr. Rimbach,
11 whether his knowledge of whether Chevron required --

12 MR. RIMBACH: Required a particular type of barge to
13 perform the work for them.

14 JUDGE SANDRON: But I'm not --

15 MR. RIMBACH: Do you want me to --

16 JUDGE SANDRON: All right. I'm not sure that ties up with
17 your question. You may --

18 MR. RIMBACH: Sure.

19 JUDGE SANDRON: -- if you want to explore a little more.

20 Q BY MR. RIMBACH: How do you know that that is one of
21 Chevron's requirements?

22 A Well, as a -- as a safety delegate, that was one of my
23 roles, and to know what the requirements were as far as safety
24 on board the -- the barges. And that was one of the
25 requirements was to have a vapor recovery system on board.

1 JUDGE SANDRON: Was that post -- was that posted or in
2 written form, or was it orally related to you as the safety
3 delegate?

4 THE WITNESS: It -- it was -- it was just common knowledge
5 from everybody in the crew hearing it from management for over
6 15 years. It's -- it's just been a Chevron requirement since
7 I've been hired there. It's just a widely known --

8 JUDGE SANDRON: All right.

9 THE WITNESS: -- thing, so to say --

10 JUDGE SANDRON: All right. Was that -- was that --

11 THE WITNESS: -- in that sense.

12 JUDGE SANDRON: All right. Was that -- was that said by
13 management during those years, as well --

14 THE WITNESS: Absolutely.

15 JUDGE SANDRON: -- as well as (indiscernible, simultaneous
16 speech).

17 THE WITNESS: Yes. And from Chevron and officers as well,
18 who would attend meetings with us.

19 Q BY MR. RIMBACH: Do all barges have a vapor recovery
20 system in general?

21 A In -- in all barges in general, or at Foss?

22 Q In the Los Angeles and Long Beach Harbors.

23 A No, they do not.

24 JUDGE SANDRON: Well -- okay. But now, how do you know
25 that?

1 THE WITNESS: Because I physically seen that they do not.

2 MR. HILGENFELD: Well, we've only had testimony from Mr.
3 Amalfitano, who is in L.A. Long Beach. Foss is more throughout
4 the United States west coast. There's no foundation that he
5 has any knowledge around any other vessels outside of L.A. Long
6 Beach.

7 MR. RIMBACH: I asked him about Los Angeles Long Beach.

8 JUDGE SANDRON: Well, okay.

9 MR. HILGENFELD: Well, you just said about all Foss
10 tarp -- barges.

11 JUDGE SANDRON: All right.

12 MR. RIMBACH: I limited it to Los Angeles and Long Beach,
13 that question.

14 JUDGE SANDRON: All right. I believe so, so that's -- the
15 extent of his knowledge is on the record.

16 MR. HILGENFELD: Okay.

17 Q BY MR. RIMBACH: Are you aware of any other barges besides
18 the one used by Foss Maritime in Los Angeles and Long Beach
19 that also have this vapor recovery system?

20 A No, I'm not. Only the Foss barges I'm aware of.

21 Q Can you describe what they look like, the vapor recovery
22 system?

23 A Yeah. Sure, it's a -- it's a secondary pipeline that runs
24 into the outer -- the above-deck area of the -- of the barge, a
25 pipeline that runs through the tanks, and then there's two

1 canisters, two round canisters that have charcoal pellets
2 within them, and that's how it processes through the -- through
3 the system. I believe one of the pictures that you showed in
4 the opening statement has -- has a picture of it.

5 Q This is visible from the outside?

6 A Yes, absolutely.

7 Q Now, yesterday you testified about a job interview with
8 Centerline that took place on about January 21st, 2021. I want
9 to go back to that interview. What happened regarding your job
10 application after that interview on January 21st?

11 A I received a phone call, I believe, on or about February
12 4th from Sven Titland, offering me a job with Ocean Tug & Barge
13 (sic throughout) in Seattle.

14 Q What did he say exactly?

15 A He said that he would be sending a formal offer letter
16 that evening, and that they would like for me to work in
17 Seattle for Ocean Tug & Barge, and I was -- I was bit surprised
18 because I was under the assumption --

19 JUDGE SANDRON: Hold on. All right. Wait one second.
20 Yeah, just -- it's best that you just answer the question.

21 THE WITNESS: Okay.

22 Q BY MR. RIMBACH: Did you respond after he informed you --

23 A Oh.

24 Q -- he was offering you the position in Seattle?

25 A Yes, I did.

1 Q How did you respond?

2 A I res -- I responded by asking why I was not offered the
3 position in L.A., opposed to Seattle.

4 Q Did he answer that question?

5 A Yes, he did.

6 Q What did Mr. Titland say?

7 A He said it would only be for a few months, from two to six
8 months, and that he would have me back in L.A. to work the L.A.
9 barges as soon as he could.

10 Q Do you recall anything --

11 JUDGE SANDRON: Pardon, did he say -- when you returned,
12 which company you would be working for in L.A.?

13 THE WITNESS: Yes, for Leo. Yes, for Leo.

14 Q BY MR. RIMBACH: That's Leo Marine?

15 A Yes, Leo Marine in Los Angeles.

16 Q When you applied for a position with Centerline --

17 JUDGE SANDRON: Just one -- just one other thing. Did
18 he -- anything else in that conversation that you recall, that
19 either you or he said?

20 THE WITNESS: Yeah. I -- I just expressed my -- my
21 concern because I had some personal issues going on with my
22 family, and I did not want to leave the state, so I expressed
23 that to him as well.

24 JUDGE SANDRON: And how did that conversation end?

25 THE WITNESS: I told him after I received the offer

1 letter, I'd re -- review it, and discuss with my wife, my
2 family, and see how we're going to move forward.

3 JUDGE SANDRON: Okay.

4 Q BY MR. RIMBACH: Do you recall anything further from that
5 conversation at this time, Mr. Amalfitano?

6 A No, I do not.

7 Q Did you apply for a job in Seattle when you applied for
8 that position with Centerline?

9 A No. I was under the assumption it was for L.A. Long
10 Beach.

11 Q Did you apply to any other tug and barge companies in
12 January or February of 2021?

13 A No, I did not.

14 Q I'd like to show you what is marked as GC Exhibit 7.

15 MR. RIMBACH: This exhibit has -- along with the other
16 exhibits that I'll show you, have already been uploaded to
17 SharePoint, as well as emailed to the court reporter. It's
18 partially redacted to take out the irrelevant portions where
19 Mr. Amalfitano forwarded this email.

20 The relevant email starts on page 2.

21 MR. HILGENFELD: Your Honor, we -- Your Honor, we would
22 object to it being offered in redacted form. It's not
23 privileged. If Counsel would like to put in the entire
24 document, they can do so, but I think them determining what's
25 relevant or not, and having a redacted form, makes it

1 impossible to determine the actual relevance for cross-
2 examination purposes.

3 MR. RIMBACH: I can represent on the record that it was
4 just Mr. Amalfitano forwarding this email to the General
5 Counsel, Your Honor. Redacting --

6 JUDGE SANDRON: Well, I don't --

7 MR. RIMBACH: -- is part of this exhibit. I'm happy to
8 share an unredacted, in-camera version for Your Honor, if you
9 would like.

10 JUDGE SANDRON: Well, that you can --

11 MR. HILGENFELD: Well --

12 JUDGE SANDRON: All right.

13 MR. HILGENFELD: We would then -- we would require an
14 unredacted version for our examination -- for our cross-
15 examination. If this document's going to get in, we get to
16 cross-examine over the entire document.

17 JUDGE SANDRON: Well, I don't even think we need the
18 forwarding portions, if you're only offering certain parts, you
19 don't need to introduce the whole document. We don't really
20 need to whom he forwarded, and any -- communications along
21 those lines.

22 So if you want to limit your offer of the document to the,
23 you know, certain portions that are directly between him and
24 any management representatives of any of the companies, you can
25 do that. That would be a cleaner way to do it.

1 So you're on page -- is this page 2 where you have the --

2 MR. RIMBACH: Yes, Your Honor.

3 JUDGE SANDRON: All right. Well, you can introduce that
4 letter or that email, but standing alone, you don't need all
5 the forwarding areas. And it's not -- you don't have to
6 intro -- always introduce a whole document if it's not
7 relevant.

8 MR. RIMBACH: Yes, Your Honor. The only issue is that the
9 first page shows which PDFs were attached to the February 4th,
10 2021 email that's on page 2. If I can just show you, it's
11 displayed as these blue things right here.

12 JUDGE SANDRON: Oh, I see.

13 MR. RIMBACH: On page 1.

14 JUDGE SANDRON: I see. I see. Those -- now, that was
15 attached to the email on page 2?

16 MR. RIMBACH: Yes, Your Honor. Because this was
17 forwarded --

18 JUDGE SANDRON: And those --

19 MR. RIMBACH: -- the attached documents are only included
20 in the forwarded email, but they were part of the entire email
21 thread starting on February 4th, 2021, Your Honor.

22 JUDGE SANDRON: All right. All right. Well, this is one
23 problem with Zoom hearings and seeing the documents, scrolling
24 through documents, you know, and reading them online. Well,
25 keep going. We'll see where we go, but I think you can maybe

1 show opposing Counsel that the full documents, or off the
2 record. I don't think we need certain portions.

3 If Mr. Hilgenfeld feels that any other parts that are
4 relevant, he can ask that they be included, but we'll give him
5 an opportunity to review the full documents off the record.

6 Go ahead.

7 MR. RIMBACH: Do we go off the record now or at the end of
8 Mr. Amalfitano's testimony, Your Honor?

9 JUDGE SANDRON: Well, why don't you go through his
10 testimony on the document and then before we get it offered,
11 you can show the full document to Mr. Hilgenfeld.

12 MR. RIMBACH: Okay. Yeah. I'm just trying to eliminate
13 any unnecessary --

14 JUDGE SANDRON: Yes, I understand. I don't think that if
15 certain portions are not relevant to his communications with
16 Centerline or -- then we really don't need them in the record.
17 But go ahead. You can go forward with it. It's 16 pages, I
18 believe.

19 MR. RIMBACH: Yes, Your Honor.

20 JUDGE SANDRON: And remember they have to be paginated.

21 MR. RIMBACH: Yes, Your Honor, they are.

22 JUDGE SANDRON: Oh, they are? Okay, they're there, I see
23 it turn 16. Okay, fine, so --

24 MR. RIMBACH: I'll explain this document on the record,
25 just because we're on a Zoom hearing, so the record is clear.

1 Page 2 and 3 are an email dated February 4th, 2021, from
2 Sally Halfon to Antonio Amalfitano, copying several
3 individuals.

4 MR. HILGENFELD: Your Honor, just -- Your Honor, I believe
5 the witness should authenticate what these documents are, if
6 that's how it's going to be. I don't think it's appropriate
7 for General Counsel to go through --

8 JUDGE SANDRON: All right, well --

9 MR. RIMBACH: I'm only identifying the documents on the
10 record, so the pages are clear.

11 JUDGE SANDRON: All right.

12 MR. HILGENFELD: I think the document will speak for
13 itself as to what it says or doesn't say.

14 JUDGE SANDRON: All right.

15 MR. RIMBACH: Well, that's not accurate because the pages
16 starting on 4 are the PDF attachments, which I've included as
17 part of one exhibit for purposes of efficiency, instead of five
18 separate exhibits.

19 MR. HILGENFELD: And Mr. Amalfitano can testify to that if
20 he can do so.

21 JUDGE SANDRON: Well, okay. First of all, is there -- why
22 don't you let Mr. Hilgenfeld go through it and see if he would
23 stipulate to the authenticity of the documents from Centerline.

24 MR. HILGENFELD: If --

25 MR. RIMBACH: He has access to the document through

1 SharePoint, so he can do that if he hasn't already done so.

2 MR. HILGENFELD: If Mr. Rimbach would send -- if Mr.
3 Rimbach would send me the initial document, I can look to
4 stipulate to authenticity. I can't stipulate to authenticity
5 when I have the redacted version.

6 JUDGE SANDRON: All right. Well, like I say, you know,
7 Zoom hearings get issues that come up.

8 I don't know. Can you send him the -- I don't know how
9 you -- do you have the originals that are not redacted that --

10 MR. RIMBACH: I do, Your Honor.

11 JUDGE SANDRON: Well, I'll tell you what. I just -- you
12 know, the documents do speak for themselves. We don't need to
13 go through every single one unless there is something that's
14 not clear, and in the --

15 MR. RIMBACH: I'm happy to just display it on the screen,
16 too, Your Honor, to save time. I think this is a waste of time
17 for Mr. Hilgenfeld, honestly.

18 JUDGE SANDRON: Yes -- yes, I agree. Let's not get bogged
19 down. Go ahead. I'll let you proceed.

20 MR. RIMBACH: I'm just displaying the unredacted version
21 right now. As you can see, on page 1, Mr. Amalfitano forwarded
22 to MMP's counsel, he forwarded it again to himself, and then he
23 forwarded this email to me, Your Honor.

24 JUDGE SANDRON: All right.

25 MR. RIMBACH: This is completely irrelevant.

1 JUDGE SANDRON: All right. Well, go ahead with the
2 substance of the document. You can go ahead. I mean, you can
3 put on the record what they are. They speak for themselves,
4 but if you want to just recap what they are, go ahead. I'll
5 allow it, so that it might make things clearer.

6 MR. RIMBACH: Okay. I'm just identifying pages 4 and 5.
7 Okay.

8 Well, just to make it a little bit -- just to -- just for
9 efficiency purposes, pages 4 through 16 are simply the
10 attachments to this email.

11 JUDGE SANDRON: All right.

12 MR. RIMBACH: And there are five PDF attachments.

13 JUDGE SANDRON: And those are contained in later pages?

14 MR. RIMBACH: Yes, Your Honor.

15 JUDGE SANDRON: Of the document?

16 MR. RIMBACH: Starting on page 4.

17 JUDGE SANDRON: All right.

18 MR. RIMBACH: Okay.

19 JUDGE SANDRON: Well, that -- I think that helps for
20 clarity purposes.

21 MR. RIMBACH: Thank you, Your Honor.

22 **RESUMED DIRECT EXAMINATION**

23 Q BY MR. RIMBACH: Mr. Amalfitano, this email is dated
24 February 4th, 2021. Do you recall receiving this email?

25 A Yes.

1 JUDGE SANDRON: And the attachments as well?

2 THE WITNESS: Yes, Your Honor.

3 JUDGE SANDRON: And that was sent to you by email?

4 THE WITNESS: Yes.

5 Q BY MR. RIMBACH: Now I'd like to refer you to pages 3 and
6 4. Do you recognize this letter as one of the documents that
7 were attached to Ms. Halfon's February 4th, 2021 email?

8 A Yes.

9 Q Okay. Now this letter is dated February 5th, 2021. Do
10 you know why this was dated February 5th instead of February
11 4th, the day that you wrote this on?

12 A No, I do not. No, I do not.

13 JUDGE SANDRON: But you recall you did get it on February
14 4th?

15 THE WITNESS: Yes, Your Honor.

16 Q BY MR. RIMBACH: Scrolling down to page 6, was this also
17 one of the documents attached to the February 4th, 2021 email?

18 A Yes.

19 Q Scrolling down to page 7, was this also one of the
20 documents attached to Ms. Halfon's February 4th, 2021 email?

21 A Yes.

22 Q Scrolling down to page 15 now, is this also one of the
23 documents attached to Ms. Halfon's February 4th, 2021 email?

24 A Yes.

25 Q Scrolling down to page 16, is this the fifth document that

1 was attached to Ms. Halfon's February 4th, 2021 email?

2 A Yes.

3 Q Okay. Now, I'd like to refer you to page 4 of this
4 document, which is the offer letter that was attached. The
5 position stated here is Olympic Tug & Barge, the employing
6 entity. Do you know why you were offered a job at Olympic Tug
7 & Barge?

8 MR. HILGENFELD: Your Honor?

9 JUDGE SANDRON: Well, he can answer if he knows why, if --

10 MR. HILGENFELD: Well, Your Honor, I'm just getting
11 into -- I believe you had a ruling on OTB, and we --

12 JUDGE SANDRON: That's true.

13 MR. HILGENFELD: I mean, we would love to get into all of
14 this, if we can get into all of this. And we certainly will on
15 cross-examination if it's allowed under direct. I'm just
16 curious of where your ruling goes on this issue.

17 JUDGE SANDRON: Well, that's -- sure. You may be going to
18 other purposes, but I did rule that I would not allow evidence
19 on the interrelationship of OTB, Centerline, and Leo Marine
20 because that is pending before the Board.

21 MR. RIMBACH: Yes. This is new evidence, and it's also
22 directly relevant to the remaining allegations, Your Honor,
23 with respect to the transfer of work, as well as whether
24 Olympic Tug & Barge had operations in Los Angeles and Long
25 Beach Harbors. Also, the General Counsel never had an

1 opportunity to present any evidence with respect to single
2 employer status in our case hearing. In addition,
3 specifically, the managers and supervisors who were involved in
4 sending these job offer letters, they are directly relevant to
5 the single-employer status of Westoil Marine Services, Harley
6 Marine Financing, and Centerline.

7 JUDGE SANDRON: Right. All right. Well, I think as far
8 as Harley and Westoil, those were not addressed by the Regional
9 Director. And as I said in my order, their relationships to
10 the other three, as a single employer at this point, I will
11 take evidence on that.

12 MR. RIMBACH: And just to be specific, Sally Halfon is
13 alleged as a supervisor, and agent of all five named entities,
14 Your Honor.

15 MR. HILGENFELD: And it's been disputed, Your Honor.

16 JUDGE SANDRON: All right. All right. Well, as I said,
17 to the extent that we will be able to address Westoil, and the
18 other company that was not included in the DD and E, I will
19 allow their relationship to the other three to be litigated,
20 but the other three are already, at this point at least, a
21 single employer until the Board rules otherwise.

22 MR. RIMBACH: Thank you, Your Honor.

23 JUDGE SANDRON: But -- all right. Well, he's --

24 MR. RIMBACH: I'll ask my question again.

25 Q BY MR. RIMBACH: Do you know why you were offered a job

1 with Olympic Tug & Barge, as opposed to Centerline, the entity
2 that you applied to?

3 MR. HILGENFELD: Objection, foundation.

4 JUDGE SANDRON: Well, I think he can answer yes, and then
5 how he knows so when we can see whether the answer is
6 probative.

7 THE WITNESS: Can you repeat the question, Thomas? I'm
8 sorry.

9 MR. RIMBACH: Yes. And I would like to just point out
10 that Mr. Hilgenfeld is objecting to questions that establish
11 foundation.

12 MR. HILGENFELD: What is his understanding is the end
13 question. If he goes to the other pieces, he can go through
14 those pieces. But asking what someone's understanding is and
15 going back for puts the whole --

16 JUDGE SANDRON: All right.

17 MR. RIMBACH: My -- first of all (indiscernible,
18 simultaneous speech) --

19 JUDGE SANDRON: All right. All right. Just -- all right.
20 Wait a second. You know, I won't accept arguments back and
21 forth between Counsels. I think he -- I think it's appropriate
22 to ask if he knows. I think that is a proper question to
23 start. And then, we can see how he knows, and then it can be
24 determined whether he has an adequate foundation. So go ahead.
25 You can ask it.

1 Q BY MR. RIMBACH: Do you know why you were offered a job
2 with Olympic Tug & Barge as opposed to Centerline, the entity
3 that you applied to?

4 A No, I don't.

5 Q Were you familiar with Olympic Tug & Barge when you
6 received this offer letter?

7 A Not necessarily. No.

8 JUDGE SANDRON: Well --

9 Q BY MR. RIMBACH: Can you explain? A I -- they
10 weren't -- I wasn't aware of them. I never really heard of
11 them in the L.A. Harbor. I'm -- I'm more familiar with -- with
12 the Port of L.A. and Long Beach, and I wasn't familiar with OTB
13 till the interview.

14 Q Do you know whether Olympic Tug & Barge had operations in
15 the Los Angeles and Long Beach Harbors at the time that you
16 received this letter?

17 A As far as my knowledge, no.

18 Q When you applied for the position through the Centerline
19 website, did you know that you were applying for a position
20 with Olympic Tug & Barge?

21 A No.

22 Q Do you know if this job offer with Olympic Tug & Barge was
23 a Union position or a nonunion position?

24 A It was a nonunion position.

25 Q How do you know that?

1 A Because I asked Steve Titland -- Sven Titland directly,
2 and he said, no, it was nonunion.

3 JUDGE SANDRON: When was that? Was that --

4 THE WITNESS: It was on February 4th when he called me to
5 tell me he was going to send me the offer letter. I asked him
6 then.

7 JUDGE SANDRON: Oh, I see. So that was part of that
8 conversation?

9 THE WITNESS: Yes, yes.

10 Q BY MR. RIMBACH: This job offer letter states that the pay
11 was \$40.36 per hour. Do you recall how much you were earning
12 at Foss Maritime?

13 A I believe around \$38 an hour.

14 Q Did you receive overtime and double -- or double time at
15 Foss Maritime?

16 A Yes.

17 Q Did you receive travel pay at Foss Maritime?

18 A Yes.

19 Q Did you consider this offer from Olympic Tug & Barge to be
20 better or worse than your pay with Foss Maritime?

21 A Worse.

22 Q Why is that?

23 A No travel pay, no overtime, no meals subsistence pay, and
24 have to live on board for a week to two weeks without going
25 home.

1 JUDGE SANDRON: Well, wouldn't -- now, in terms of
2 overtime, though, that's -- overtime pay does not automatically
3 apply as it does in normal jobs, if you work over 40 hours? I
4 mean, wouldn't that be a statutory requirement regardless of
5 whether it was stated in the letter? Do you know what I mean?

6 THE WITNESS: Yes. I believe, though, I'm just under the
7 assumptions that the laws are different in California, opposed
8 to Seattle.

9 JUDGE SANDRON: Well, I can ask Mr. Rimbach.

10 Wouldn't it be correct, though, that the overtime policies
11 of the Department of Labor would apply, whether or not it's
12 stated in the letter?

13 MR. RIMBACH: I'm not familiar with wage and hour law,
14 Your Honor. I was just asking what was Mr. Almalfitano's
15 understanding.

16 JUDGE SANDRON: All right.

17 Q BY MR. RIMBACH: After receiving this job offer letter,
18 did you speak with anyone about the job offer?

19 A Yes, I did.

20 Q Who did you speak with?

21 JUDGE SANDRON: Well, I think you need to limit it to --
22 and you're probably getting to that, but I think you need to
23 limit it. Did he have any conversations with any
24 representatives or any of the Respondents because we really
25 don't need other conversations that he had maybe with other

1 Union people or with other coworkers. So it's just really any
2 conversations of any representatives of the five main
3 Respondents.

4 MR. RIMBACH: Sure. Thank you.

5 Q BY MR. RIMBACH: After receiving this job offer letter,
6 did you speak with any representatives of Centerline, Olympic
7 Tug & Barge, or Leo Marine?

8 A Yes.

9 Q About when did you speak with someone?

10 A It was on or about February 8th.

11 Q Who did you speak with?

12 A I spoke with Brian Vartan.

13 Q Was that conversation by phone or in person?

14 A By phone.

15 Q Do you recall who called who?

16 A I called him.

17 Q Can you describe that conversation, please?

18 A Sure. The reason for my call was to express my concern --

19 JUDGE SANDRON: All right. Excuse me. I think it's best
20 if you, instead of, like, summarizing it, to say, like, you're
21 playing backward from a tape recorder who said what. So who
22 started it, what you said, and what he said, rather than trying
23 to characterize it.

24 THE WITNESS: Okay.

25 JUDGE SANDRON: You know? So as best as you can, word for

1 word, who said what?

2 THE WITNESS: No problem. Thank you, Your Honor.

3 A I told him -- let me see how to say this.

4 JUDGE SANDRON: Yeah, you think for a second, and compose
5 as best as you can what was said.

6 THE WITNESS: Okay.

7 Q BY MR. RIMBACH: You can start from the beginning --

8 A I told him --

9 Q -- who said what, who said the first thing, if you recall.

10 A Sure. I called Brian and I told him that I really wanted
11 to work in the L.A. Long Beach Harbor with the Foss barges that
12 were going over to Leo Marine, that, as he knows, I have over
13 15 years of experience in safety and training, and it would be
14 beneficial for the company if I were to work in L.A. and help
15 the company with safety and training. And then, also I
16 expressed to him the -- that my wife was pregnant and on bed
17 rest, and it would be very hard for me to leave the state.
18 And -- and he said the same as then, it's only going to be for
19 a couple of months. I'll have you back in L.A. pumping. You
20 just have to understand I can't hire all the Union guys at one
21 time.

22 JUDGE SANDRON: Anything else that either he or you said?

23 THE WITNESS: That was it, Your Honor.

24 JUDGE SANDRON: Is that how the conversation ended?

25 THE WITNESS: Yes. Well, I told him I would let them know

1 if I accept the offer or not, but I would most likely need a
2 little more time.

3 JUDGE SANDRON: Did you say a little more time to, what,
4 make a decision or to say --

5 THE WITNESS: Yes. Yes, Your Honor.

6 JUDGE SANDRON: -- or say no or --

7 THE WITNESS: Yes, Your Honor. Both. I expressed that,
8 most likely, I would ask for an extension to the -- the letter.
9 I believe the letter said I had till February 10th to make a
10 decision, and I was going to request an extension to the -- to
11 the offer for acceptance or -- or to decline.

12 JUDGE SANDRON: An did he replied to that -- what you
13 said?

14 THE WITNESS: He said to call Sven and asked him for the
15 extension.

16 MR. RIMBACH: Well, I'd like to offer to GC Exhibit 7 into
17 evidence.

18 JUDGE SANDRON: Do you want maybe to send Mr. Hilgenfeld
19 the complete version so he can at least -- he can just look at
20 it?

21 MR. RIMBACH: I already displayed it, but if he would like
22 to, I can, Your Honor.

23 JUDGE SANDRON: Oh.

24 Have you seen the unredacted versions?

25 MR. HILGENFELD: I would like to see the full thing. I

1 couldn't see the dates on things because he scrolled through it
2 too quickly.

3 JUDGE SANDRON: All right.

4 MR. HIGENFELD: So Thomas, if you can email it to me.

5 MR. RIMBACH: Sure.

6 JUDGE SANDRON: Okay -- I don't -- it's also -- I don't
7 know if you can send it to him -- we'll go off the record. You
8 can send it to him by email just so he looks at it.

9 MR. HIGENFELD: Yeah.

10 MR. RIMBACH: Yes.

11 MR. HILGENFELD: I'm not going to object to the exhibit,
12 Your Honor. I just want to have a copy for cross-examination
13 purposes.

14 JUDGE SANDRON: I see. All right. Then, that can be
15 taken care of before cross-examination. So General Counsel
16 Exhibit 7 is received.

17 **(General Counsel Exhibit Number 7 Received into Evidence)**

18 MR. RIMBACH: Thank you, Your Honor. I can email that
19 document when the Jencks statement is provided.

20 MR. HILGENFELD: Thank you, Thomas.

21 MR. RIMBACH: I'd like to show you now GC Exhibit 8. This
22 is a document consisting of four pages. First, I'd like to
23 reference --

24 JUDGE SANDRON: Okay. I don't think -- yeah, I don't
25 think it's showing up.

1 MR. RIMBACH: Oh, I'm sorry. I forgot I stopped showing
2 my screen.

3 JUDGE SANDRON: Yeah. There you are. Okay. There it is.
4 That's 8.

5 Q BY MR. RIMBACH: This is GC Exhibit 8, and it consists of
6 four pages. On page three, I just want to identify this email
7 as the email that was sent on February 4th, 2021. That was
8 Exhibit 7. Do you recognize this as the same email that we
9 just looked at from Sally Halfon, dated February 4th, 2021?

10 A Yes.

11 Q And scrolling up a little bit, it appears that you replied
12 that same day at 8:14 p.m.; is that correct?

13 A Yes.

14 Q Okay. Now scrolling to page 2 towards the bottom.

15 JUDGE SANDRON: All right. Well, I think the document
16 speaks for itself, so I think if you want him to go through it,
17 and then say if he recognizes those emails, that would be
18 sufficient because we can --

19 MR. RIMBACH: Sure.

20 JUDGE SANDRON: -- read the documents.

21 MR. RIMBACH: Sure.

22 Q BY MR. RIMBACH: I just have a question about this email
23 on February 10th, 2021 at the bottom. I'll just -- first, I'll
24 scroll through everything and ask you, do you recognize this
25 email thread?

1 A Right. Yes.

2 JUDGE SANDRON: Okay. Then, if you want to ask him any
3 specific questions.

4 MR. RIMBACH: Thank you, Your Honor.

5 Q BY MR. RIMBACH: This email, at the bottom of page 2,
6 February 10th, 2021, it looks like it kind of got lost in this
7 email thread, but do you recall who specifically you sent this
8 email to?

9 A It must have been whoever -- either Sven or -- but I don't
10 recall. I don't recall exactly who.

11 JUDGE SANDRON: And so that was February 10th, and the one
12 at 2:04?

13 MR. RIMBACH: Yes, Your Honor.

14 JUDGE SANDRON: Well, I think the email after that speaks
15 indirectly to the earlier email. It's not clear to whom it was
16 sent. So apparently, it was received by somebody.

17 MR. RIMBACH: Yes.

18 JUDGE SANDRON: Then, all the -- all the named people
19 above, at least one of them, so okay. But I think then, you
20 know, it ties up.

21 MR. RIMBACH: Thank you, Your Honor.

22 Q BY MR. RIMBACH: This email on February 10th, 2021, now at
23 4:22, that you sent, it references --

24 JUDGE SANDRON: I'm sorry. Excuse me. Okay. Excuse me.
25 Maybe I misread that. That was actually -- they were both from

1 him. It's a little hard to read these on the screen. So I
2 actually --

3 MR. RIMBACH: I'll zoom in a little bit, Your Honor.

4 JUDGE SANDRON: Can you -- wait, wait. Could you scroll
5 down again? This is why -- one of the reasons that I don't
6 like looking at documents on Zoom. February 10th, zero four.
7 Okay. You asked for an extension, and you say, on the one over
8 that -- can you scroll up to the -- oh, so you had the
9 conversation with Mr. Titland. Was that after your email at
10 2:04 p.m., if you recall? Because you're mentioning --

11 THE WITNESS: Yes.

12 JUDGE SANDRON: -- you had a conversation with him --

13 THE WITNESS: Yes, Your Honor. Yes, I sent the email at
14 2:04 and I believe I didn't get a response, and so I went ahead
15 and called Sven, and spoke with him directly. And then, I sent
16 the second email after I spoke with him.

17 JUDGE SANDRON: Do we have that conversation in? I know
18 he's testified. Did you -- have you testified about that
19 conversation yet with Mr. Titland?

20 THE WITNESS: No, not yet.

21 JUDGE SANDRON: All right.

22 Q BY MR. RIMBACH: Does his email accurately reflect that
23 conversation that you had?

24 A Yes, it does.

25 JUDGE SANDRON: All right. Well, I think, you know, when

1 we go into conversations, we need to get the foundation. So
2 maybe you can lay it as far as who called whom and what, you
3 know, what was said.

4 MR. RIMBACH: Sure.

5 Q BY MR. RIMBACH: Do you recall this conversation with Sven
6 Titland that's referenced here?

7 A Yes, I do.

8 Q And you testified that you called him?

9 A Yes, I called Sven Titland.

10 Q Do you recall about when you called Mr. Titland that day
11 on February 10th?

12 A It must have been about -- if I sent the email at 4:22, it
13 must have been 4:10.

14 Q Can you describe that conversation in terms of who said
15 what?

16 A Sure. I asked him for an extension to approve or decline
17 the offer due to my wife's pregnancy, and I need a little more
18 time to make a decision.

19 JUDGE SANDRON: What did he say?

20 THE WITNESS: He said, no problem. Go ahead and email
21 Sally Halfon and let her know that I verbally approve an
22 extension to February 17th.

23 JUDGE SANDRON: Do we have her spelling in the record, her
24 last name?

25 MR. RIMBACH: No, Your Honor. It's in the email, but I

1 can spell it on the record as well.

2 JUDGE SANDRON: Yes, I think that's helpful, so the
3 transcript has it, as well as the document.

4 MR. RIMBACH: Of course. It's Sally, S-A-L-L-Y, last name
5 Halfon, H-A-L-F-O-N.

6 Q BY MR. RIMBACH: Do you recall anything further from that
7 conversation with Sven Titland?

8 A No, I do not.

9 Q Okay. I see someone named Anna McMahon copied on this
10 email. Do you know who she is?

11 A No, I don't. She was included in other emails, so I just
12 CC'd her. Anybody who was in communication, I just CC'd them
13 back.

14 Q When you say other emails, are you referencing the prior
15 emails in this email thread?

16 A Yes.

17 Q And the same question with respect to Byron Peterson. Do
18 you know who he is?

19 A No, I do not.

20 JUDGE SANDRON: Okay. Do you want to spell their names
21 just so it's on the record?

22 MR. RIMBACH: Yes, Your Honor. Anna McMahon is A-N-N-A, last
23 name, M-C, capital M-A-H-O-N. Byron Peterson is B-Y-R-O-N,
24 last name, P-E-T-E-R-S-O-N.

25 Q BY MR. RIMBACH: And the same question with Mr. Peterson.



1 Why did you copy him on this email?

2 A He was on prior emails sent to me, so I copied him as
3 well.

4 Q When you say prior emails, are you referring to emails in
5 this same email thread?

6 A Yes.

7 MR. RIMBACH: Okay. At this time, I'd like to offer GC
8 Exhibit 7 into evidence.

9 JUDGE SANDRON: Any objection?

10 MR. HILGENFELD: No objection.

11 JUDGE SANDRON: The document is received.

12 MR. WOJCIECHOWSKI: For clarity of the record, I think Mr.
13 Rimbach said 7, but we're looking at 8.

14 JUDGE SANDRON: Yes, yes, thank you.

15 MR. RIMBACH: That's right. That was my mistake. I'd
16 like to offer GC Exhibit 8 into the record.

17 MR. HILGENFELD: I don't have an objection, but I do
18 notice there's a phone number in here. To the extent that's
19 Mr. Almalfitano's cell phone number, we may want to redact
20 that.

21 JUDGE SANDRON: All right. That's probably a good
22 suggestion, but you can do that, you know, at a later point
23 before it actually --

24 MR. RIMBACH: Sure.

25 JUDGE SANDRON: -- becomes an exhibit or becomes a formal

1 exhibit that's been put in the record. So -- but General
2 Counsel Exhibit 8 is received.

3 **(General Counsel Exhibit Number 8 Received into Evidence)**

4 Q BY MR. RIMBACH: Do you know if other Foss Maritime
5 tankermen or assistant tankermen applied for jobs at
6 Centerline, Olympic Tug & Barge, or Leo Marine?

7 A Yes.

8 Q How do you know that?

9 A They told me.

10 Q Was this in your capacity as an MMP representative?

11 A Yes.

12 Q Do you know how many employees from Foss Maritime applied
13 for jobs at Centerline, and Olympic Tug & Barge, or Leo Marine?

14 A Yes, 13. Including myself, that's 13.

15 Q Do you know how many were interviewed?

16 A Yes, 11.

17 Q Do you know if any were offered positions?

18 A Yes.

19 Q Who were offered positions and where if you know?

20 JUDGE SANDRON: All right. Well, how do you know that
21 they applied? I mean, what's the basis of your knowledge that
22 they applied and how many had interviews?

23 THE WITNESS: They told me directly. They told me
24 everything.

25 MR. HILGENFELD: I would object on hearsay grounds, Your

1 Honor. They're offering to prove the truth of the matter
2 asserted that other people took certain actions.

3 MR. RIMBACH: This goes to effect on the listener, Your
4 Honor. This is an MMP representative, and he took subsequent
5 actions.

6 JUDGE SANDRON: All right. Well, I'll allow it, but not
7 to the truth of the matter asserted because we can't really
8 know from his knowledge that they actually did apply, how many
9 interviews, but if you want to just lay that as a predicate
10 for --

11 MR. RIMBACH: That's fine, Your Honor.

12 JUDGE SANDRON: -- further action, that's fine for that
13 limited purpose.

14 MR. RIMBACH: Thank you, Your Honor.

15 Q BY MR. RIMBACH: Do you know who were offered
16 interviews -- excuse me -- who were offered positions?

17 A Yes.

18 Q Who?

19 JUDGE SANDRON: Well, I don't know if -- do we need all of
20 the names specifically?

21 MR. RIMBACH: Yes, Your Honor. It's relevant to his
22 further testimony.

23 MR. HILGENFELD: Your Honor, it goes back to hearsay.
24 They're trying to offer it as proof that these people actually
25 interviewed -- offered jobs. Whatever Mr. Amalfitano believes,

1 the names of the people in that scope doesn't go to -- it
2 shouldn't go to the truth on that issue.

3 JUDGE SANDRON: Well --

4 MR. RIMBACH: It goes to his further -- the effect on the
5 listener, Your Honor. It's only for that limited purpose.

6 JUDGE SANDRON: Well, I -- all right. Well, I don't know
7 if we need the names of the people. If you -- if he was
8 informed of where they were hired, I don't know, do -- are the
9 names important? I mean, I don't know if any of them are going
10 to testify. But are the names important at this point? I
11 mean, maybe I'll let you indicate why you think the names would
12 be important. I'll listen to why.

13 MR. RIMBACH: Sure. Some of them are identified later on,
14 Your Honor, in records of the Respondent.

15 JUDGE SANDRON: All right. Well, go ahead. Like I say,
16 I'll give the appropriate weight to what he's saying, you know,
17 after I have the full record.

18 MR. RIMBACH: Of course. Thank you.

19 Q BY MR. RIMBACH: So I'll ask again. Do you know who was
20 offered positions and where?

21 A Yes.

22 JUDGE SANDRON: Well, I guess -- all right. I guess it
23 would be, to your knowledge, who was offered positions and
24 where.

25 THE WITNESS: Yes, Your Honor.

1 JUDGE SANDRON: And please spell the names as you go.

2 THE WITNESS: Okay. Anthony Palazzolo and Tim Black were
3 offered positions in Seattle with OTB.

4 JUDGE SANDRON: Okay. And can you spell their names?

5 MR. RIMBACH: Anthony Palazzolo, A-N-T-H-O-N-Y, Palazzolo,
6 P-A-L-A-Z-Z-O-L-O. And Timothy Black, T-I-M-O-T-H-Y, last
7 name, B-L-A-C-K.

8 JUDGE SANDRON: Anybody -- and they -- anybody else that
9 you know was offered positions?

10 THE WITNESS: Yes.

11 JUDGE SANDRON: To your knowledge?

12 THE WITNESS: To my knowledge -- yeah, to my knowledge,
13 Timothy Black, Anthony Palazzolo, and myself were offered
14 positions in OTB in Seattle, which we all declined. And for
15 L.A., Cesare Bristol was offered L.A., Michael Aurella was
16 offered L.A., Giuseppe Di Maria was offered L.A., and Todd
17 Bonsky was offered L.A.

18 JUDGE SANDRON: Do you want to spell those, Mr. Rimbach?

19 MR. RIMBACH: Yes, thank you. Cesare Bristol is
20 C-E-S-A-R-E, last name, B-R-I-S-T-O-L. Michael Aurella is
21 M-I-C-H-A-E-L, last name, A-U-R-E-L-L-A. Giuseppe Di Maria is
22 G-I-U-S-E-P-P-E, last name, D-I, space, capital M-A-R-I-A.
23 Todd Bonsky is T-O-D-D, last name, B-O-N-S-K-Y.

24 Q BY MR. RIMBACH: And those four individuals were offered
25 jobs with Leo Marine in Los Angeles?

1 A Yes.

2 Q As far as you know?

3 A Yes.

4 Q And is the basis of your knowledge that they told you, or
5 do you recall receiving anything in writing, any documents?

6 A Both. They told me and I received their offer letters.

7 Q How did you receive them?

8 A Email. Or -- excuse me, or a screenshot picture on their
9 phone either/or. I don't recall.

10 Q I'd like to refer you back to GC Exhibit 8, which I'm
11 displaying on my screen. Just in reference to you declining
12 the offer for the Seattle tankerman position, why did you
13 decline this job offer?

14 A I declined the job offer because I wanted to stay close to
15 my family, and I also received a job offer with the Union,
16 which I accepted.

17 Q Okay. Did you receive a response from Mr. Titland?

18 A Not that I recall.

19 Q Now your prior -- in your prior testimony, you stated that
20 there might be hiring in L.A. is what you were told, or you
21 might be moved to L.A. Did you ever hear back from anyone
22 regarding an L.A. position?

23 A Yes, I did.

24 Q Did anyone from Centerline, Olympic Tug & Barge, or Leo
25 Marine?

1 A Yes.

2 Q And who did you hear back from?

3 A I received -- I heard back from Brian Vartan on February
4 19th.

5 Q Was this communication in person or by phone?

6 A By phone.

7 Q Did he call you or did you call him?

8 A He called me.

9 Q Can you describe this conversation with Mr. Vartan? Just
10 who said what --

11 A Yes.

12 Q -- starting from the beginning.

13 A He said things have suddenly changed, and we can use you
14 in L.A. now, and I'll give you till 8:00 in the morning to make
15 a decision.

16 Q Did you respond?

17 A Yes, I did. I said, okay, I'll think about it, and I'll
18 let you know tomorrow. And that was the end of the
19 conversation.

20 JUDGE SANDRON: Was there anything else that you recall
21 that either you or he said during that conversation?

22 THE WITNESS: No, that was it, Your Honor. It's all I
23 recall.

24 JUDGE SANDRON: Okay. And do you recall when he called
25 you, what time of day?

1 THE WITNESS: February 19th. I don't -- I don't recall
2 the time.

3 Q BY MR. RIMBACH: Did you provide a response to Mr. Vartan?

4 A Yes, I did.

5 Q When did you respond?

6 A The next day.

7 Q How did you respond?

8 A I believe I texted him.

9 Q What did you text him?

10 A I texted him -- I believe I said, I respectfully decline
11 the offer. I accepted a shoreside posit -- position somewhere
12 else.

13 Q Okay.

14 JUDGE SANDRON: And did you send that before the 8 a.m.
15 deadline that he had set?

16 THE WITNESS: I don't recall, Your Honor. It might have
17 been later.

18 Q BY MR. RIMBACH: Now after you became a business
19 representative with MMP, did you speak with anyone from
20 Centerline in your capacity as an MMP representative?

21 A Yes, I did.

22 Q And when was -- when did you do that?

23 A It was February 22nd.

24 Q Who did you speak with?

25 A I spoke with Brian Vartan.

1 Q How did you speak with him? Was this in person or by
2 phone?

3 A I -- I don't recall. I don't recall if it was a text
4 or -- or a phone call, but we --

5 JUDGE SANDRON: Who contacted whom?

6 THE WITNESS: I contacted him, but I don't remember if it
7 was text or email or call.

8 JUDGE SANDRON: All right.

9 Q BY MR. RIMBACH: And just to clarify, this was February
10 22nd, 2021?

11 A Yes.

12 Q Okay. And what did you discuss at this meeting or call
13 from the beginning?

14 A Sure. So we met at Starbucks in San Pedro.

15 Q But -- so was this meeting in person then, not by phone?

16 A Yes, the meeting was in person.

17 Q Okay.

18 JUDGE SANDRON: Who else -- how did that meeting come
19 about? You called him?

20 THE WITNESS: It's either I called him, or I texted him.
21 I don't recall how, but I suggested for a meeting to meet face-
22 to-face. Yeah.

23 JUDGE SANDRON: Okay. And you do -- you met the same day?

24 THE WITNESS: Yes.

25 JUDGE SANDRON: And where was that?

1 THE WITNESS: Starbucks in San Pedro.

2 JUDGE SANDRON: And about what time did you actually meet
3 if you remember?

4 THE WITNESS: I recall it was after lunch so 13 -- about 1
5 p.m.

6 JUDGE SANDRON: And was anybody else --

7 THE WITNESS: I don't recall the -- I don't recall the
8 exact time, but I believe it was after lunch. And there was
9 nobody else present, just Brian Vartan and myself.

10 JUDGE SANDRON: Okay. And who said what?

11 THE WITNESS: So when we met, I told him I wanted to be
12 transparent and let him know that the shoreside position I
13 disclosed to him was as a Union representative for Master,
14 Mates & Pilots, and that was the reason for the meeting, and
15 that I would like for an opportunity for us to meet with the
16 company to discuss having Master, Mates & Pilots and my crew
17 come over to Leo Marine. I stated that we have a good crew, a
18 great crew. We work as family. We've known each other for
19 over 15 years, and that it would be beneficial for the company
20 to -- to meet with us because it'd be very seamless. And --
21 and you have a crew, full crew, ready to go and ready to do the
22 work. We've been servicing the Chevron contract for decades,
23 me alone for 15 years, and we were ready to do the work.

24 Q BY MR. RIMBACH: Did Mr. Vartan respond when you said
25 that?

1 A Yes, he did. He said he wished we had that conversation a
2 week ago because they just signed a contract with SIU.

3 Q Okay. What is SIU?

4 A Seafarer International Union, a Maritime Labor Union.

5 Q Okay. When he said they just signed a contract, who was
6 he referring to? Did he specifically identify who?

7 A No, he did not. He just said they, Centerline, Leo.

8 Q What --

9 JUDGE SANDRON: Did he -- all right. Did he actually say
10 or is that what you assumed?

11 THE WITNESS: No. He said they just signed a contract
12 with SIU.

13 JUDGE SANDRON: Okay. And he didn't specify who the they
14 was?

15 THE WITNESS: No.

16 JUDGE SANDRON: Okay.

17 THE WITNESS: Or we just signed a contract with --

18 Q BY MR. RIMBACH: Did he say any --

19 A He said we just signed a contract with SIU. We.

20 Q Do you recall anything else that he stated about that?

21 A Yes, yes. He said pledge cards were signed, contract was
22 negotiated and voted on, and it was ratified and done with.

23 Q Did you respond?

24 A Yes, I did.

25 Q How did you respond?

1 A I just told him that it was unfortunate, and that I wish
2 we'd met sooner because it'd be great to have the Master, Mates
3 & Pilots work with -- work with Centerline. And then, I wished
4 him luck, we shook hands, and we parted.

5 JUDGE SANDRON: And just to refresh me, who was he with?
6 What company was he with?

7 THE WITNESS: Centerline, Leo Marine.

8 JUDGE SANDRON: I'm not -- no. Well, which company -- you
9 contacted him, no?

10 THE WITNESS: Yes.

11 JUDGE SANDRON: So he was a representative, to your
12 knowledge, of which company?

13 THE WITNESS: Of the Los Angeles Leo Marine Centerline.

14 Q BY MR. RIMBACH: Did he bring up the topic of employees?

15 JUDGE SANDRON: All right. Well, I think you have to
16 exhaust his recollection of it if you're going to --

17 Q BY MR. RIMBACH: Did you -- okay. Do you recall anything
18 further that he stated?

19 A Oh, yes. So I told him that we had a gre -- a good crew,
20 and he acknowledged that. And he said there was only about two
21 members that he was told not to hire, and that he was also told
22 not to hire any of the IBU members, but that he pushed
23 management to let him hire two that he felt were -- were good
24 tankermen and ready to do the work.

25 Q At this time, do you recall any further specific

1 statements from that meeting?

2 A No, I don't.

3 Q Do you know who Brian Vartan reports to?

4 A I believe Doug Houghton.

5 MR. HILGENFELD: Objection, foundation.

6 JUDGE SANDRON: All right. Well, I think he can see if he
7 has the proper foundation, but I think you're really talking
8 about 2021, aren't you, that time frame? Because you asked who
9 he reports to. Well, do you know who to whom he -- do you know
10 to whom he reported at the time?

11 THE WITNESS: At the time, I did not.

12 JUDGE SANDRON: Proceed.

13 Q BY MR. RIMBACH: At the time of this meeting, do you know
14 whether Leo Marine had any employees in the L.A. and Los
15 Angeles -- in the Los Angeles and Long Beach Harbors?

16 A As far as the barges go, I would have to say no. The
17 barges were still at Foss at that time.

18 Q Are you familiar with SIU?

19 A Yes.

20 Q How are you familiar with Seafarers International Union?

21 A Well, I've been in the Maritime business for over 25 years
22 and they're a widely known Labor Union. My uncle, my brother
23 worked under SIU contracts. I've worked with many coworkers
24 who've worked under SIU contracts. So I'm -- I'm aware of who
25 they are.

1 Q What is your perception of SIU?

2 MR. HILGENFELD: Objection, relevance.

3 JUDGE SANDRON: Well, yeah. I think that's very
4 subjective. I'm not sure his opinion of another -- of a rival
5 labor organization is really probative.

6 MR. RIMBACH: Your Honor, it goes directly towards the
7 employer's motivation for entering into a contract prematurely
8 with SIU.

9 JUDGE SANDRON: All right. Well, if he -- all right.
10 Well, if he can tie up his perception with any action he took
11 or conversations he had, you know, that's fine. But just his
12 opinion of another labor organization is, I agree, not
13 probative.

14 Q BY MR. RIMBACH: Have you ever reviewed any SIU contracts?

15 A Yes, I have.

16 Q How did those contracts compare to the contracts with
17 other Maritime Unions that you're aware of?

18 JUDGE SANDRON: All right. Well, I think -- all right. I
19 think we're getting into areas that are going to be very hard
20 to show empirically. And we won't be in a position to compare
21 contracts. Like I said, if he had any conversations with any
22 company representatives where it was -- that was mentioned or
23 discussed, that's fine. But I don't think so we're --

24 MR. RIMBACH: Your Honor --

25 JUDGE SANDRON: I don't think we're in a position to be

1 able to make any conclusions as to what -- I mean, I don't know
2 how many we're talking, hundreds of contracts. We're not able
3 to make a determination of how they compare.

4 MR. RIMBACH: Your Honor, this also goes to the effect on
5 the listener. Your Honor, this is an MMP representative who,
6 you know, engaged in further actions afterwards, after learning
7 about the contract with SIU, that he did so.

8 MR. HILGENFELD: Your Honor, there's just simply no
9 relevance to Mr. Amalfitano's feeling about another Union
10 related to other companies. They're not even talking about Leo
11 Marine. They're not talking about any Centerline company.
12 He's saying -- his opinion about SIU with outside companies has
13 no bearing on this matter whatsoever.

14 JUDGE SANDRON: All right. Well, I will allow just one
15 question on that line if you want to just ask him. I'll allow
16 him just to state in case it is something that will tie in with
17 other actions or conversations, his -- one question about his
18 general opinion of SIU. But we're not going to go into
19 anything beyond that.

20 Q BY MR. RIMBACH: What is your perception of SIU?

21 MR. HILGENFELD: Objection, the same relevance.

22 JUDGE SANDRON: All right. Well, I'll allow that one
23 question. Go ahead. But then we'll move on to another
24 subject. Go ahead.

25 A My perception is they have a lack of representation

1 towards their membership and are known for back door deals.

2 JUDGE SANDRON: All right.

3 MR. HILGENFELD: And I move to strike, Your Honor.

4 JUDGE SANDRON: Oh. Well, I'll allow it, and then we'll
5 move on to --

6 Q BY MR. RIMBACH: Okay. You testified earlier that there
7 are about 30 bargaining unit members employed by Foss Maritime
8 at the time of the layoff at the end of February 2021. Were
9 there any employees of Foss Maritime that were not laid off?

10 A No. We were all laid off at the same time.

11 Q Okay.

12 A All meaning the barge crew.

13 Q Do you know when those employees who were hired by Leo
14 Marine in the Los Angeles and Long Beach Harbors -- to your
15 knowledge, do you know when they started working for Leo
16 Marine?

17 A To my knowledge, it had to be after February 28th because
18 the barges were still at Foss.

19 JUDGE SANDRON: And you observed them, that they were
20 still there?

21 THE WITNESS: Yes, Your Honor. And per communication with
22 Foss.

23 Q BY MR. RIMBACH: This was February 28th, 2021? I just
24 want to make sure the year is correct.

25 A Yes.

1 Q I'd like to show you what's marked as GC Exhibit 9,
2 consists of three pages. I'll scroll down and ask you. Do you
3 recognize this email thread?

4 A Yes, I do.

5 Q Okay. Okay. I'd like to refer you to the bottom of page
6 1, which is an email from Rosie Chavez dated February 26th,
7 2021, at 9:46 a.m. Who is Rosie Chavez?

8 A She is the barge coordinator or barge scheduler.

9 Q And these recipients of these emails, who are they?

10 A That's the barge crew.

11 Q Of Foss Maritime?

12 A Of Foss Maritime.

13 Q Now, scrolling down towards the bottom of page 2, it
14 states barges will be turned over on the 28th to Centerline.
15 Do you know what barges that is in reference to?

16 A Yes. The three barges, FDH 35-3, FDH 35-4, and the FDH
17 35-5.

18 Q Now scrolling down, it's kind of split between pages 2 and
19 3, but there's three rows that are highlighted in pink. 35-3,
20 35-4, and 35-5, is that in reference to the Foss Maritime
21 barges that you testified about earlier with the vapor recovery
22 system?

23 A Yes, it is.

24 Q And these were the barges that were servicing Chevron?

25 A Yes.

1 Q What does 28/1000 mean next to 35-3 transition to
2 Centerline?

3 A That stands for 28/1000 hours. So 28th at 10:00 am, the
4 35-3 transition to Centerline.

5 Q And 28, is that February 28th?

6 A Yes.

7 Q What does 28/1200 mean at the top of page 3?

8 A It means the 28th at 1200 hours. So that's February 28th
9 at noon, 35-4 will transition to Centerline after the Vopak
10 load.

11 Q What is the Vopak load?

12 A When the barges finish loading at Vopak, the oil tank
13 terminal.

14 Q Okay.

15 JUDGE SANDRON: Hold on one second. So Vopak is the
16 actual oil terminal?

17 THE WITNESS: Yes, Your Honor.

18 Q BY MR. RIMBACH: And what is 28/2000?

19 A That stands for the 28th, 2000 hours, which is February
20 28th, 8:00 p.m., the 35-5 will transition to Centerline after
21 Apollo Voyager, meaning after the discharge to the vessel
22 Apollo Voyager.

23 Q And to your knowledge, would it have been possible for
24 these barges to move over to Centerline before these scheduled
25 times?

1 A No.

2 Q Why not?

3 A Those are the -- those are the bare minimum times. If
4 anything, they could have been delayed to further times.

5 MR. RIMBACH: I'd like to offer GC Exhibit 9 into
6 evidence.

7 JUDGE SANDRON: Okay. So how do you know, though, that it
8 could not have been accomplished earlier? Because you said
9 these were the earliest transition dates. Do you know why they
10 could not have been done earlier?

11 THE WITNESS: Yes. Because -- yes. Because the way the
12 process worked at Foss Maritime is the tankermen were in
13 control of the times, and the barge schedule would -- scheduler
14 would input those times alongside when tugboats were available.
15 So with those two times, the scheduler -- those would be the
16 bare minimum times of the move. So 28th at 1000 was the time
17 the tugboat should have been available, and the barge will most
18 likely be ready to move. But those are the bare minimum times.

19 JUDGE SANDRON: All right.

20 THE WITNESS: If anything -- weather, slow pumping rates,
21 or tugboat not available immediately, can -- can delay the
22 times if anything. But those are the set times.

23 JUDGE SANDRON: Do you wish to offer the document?

24 MR. RIMBACH: Yes, Your Honor. I'd like to offer GC
25 Exhibit 9 into evidence.

1 JUDGE SANDRON: Any objection?

2 MR. HILGENFELD: Your Honor, Foss' position on the matter
3 is hearsay, and it's not relevant to what happened with Leo
4 Marine.

5 JUDGE SANDRON: All right. I know it's your objection.
6 I'll give the document appropriate weight in due course. The
7 document is received.

8 **(General Counsel Exhibit Number 9 Received into Evidence)**

9 Q BY MR. RIMBACH: I'd like to show you what's marked as GC
10 Exhibit 10. I'm going to scroll through these three pages. If
11 you could let me know whether you recognize this email thread
12 as an email that you received or were a part of.

13 A Yes, I did receive that.

14 Q I'd like to refer you to the bottom of page 1, where it
15 shows an email from Paul Hendriks, dated February 27th, 2021.
16 Mr. Hendriks was your supervisor at Foss Maritime; is that
17 right?

18 A He was the general manager, at the time, of Foss Maritime.

19 Q Okay. Now at the top of page 3, this email states that
20 the transaction, which still delivers our FDH barges to
21 Centerline and the Centerline tugs to Starlight, operating as a
22 Saltchuk company, will take place on February 28th. Do you
23 know whether Foss Maritime's FDH barges were, in fact,
24 delivered to Centerline on February 28th?

25 A Yes, they were.



1 Q How do you know that?

2 A I know that because on March 1st, when I received my
3 check, the barges were no longer there.

4 MR. RIMBACH: I'd like to offer GC Exhibit 10 into
5 evidence.

6 JUDGE SANDRON: Could you go up -- just scroll up again
7 to -- you see that it was sent to numerous individuals that are
8 listed. Do you know who all these people were that -- there's
9 like -- I'm not going to try to guess the number, but there may
10 be 50 or so in the -- people that are on the two lists. Do you
11 know who all those people are?

12 THE WITNESS: Yes, I do, Your Honor. Those are all the
13 tug and barge employees for Foss Maritime in the L.A. Long
14 Beach Harbor.

15 JUDGE SANDRON: Okay.

16 Mr. Hilgenfeld, do you -- other than your --

17 MR. HILGENFELD: Same objection, Your Honor.

18 JUDGE SANDRON: Okay. All right. I'll admit it with the
19 same caveat that I said earlier. So General Counsel Exhibit 10
20 is received.

21 **(General Counsel Exhibit Number 10 Received into Evidence)**

22 Q BY MR. RIMBACH: To your knowledge, do you know when Leo
23 Marine began its operations in Los Angeles and Long Beach
24 Harbors?

25 A To my knowledge, any time after February 28th, 2021.

1 Q How do you know that or what is the basis for that belief?

2 A Because of the communication you just showed us, and also
3 because the barges were no longer at Foss Maritime.

4 Q I'd like to show you what's marked as GC Exhibit 11. Do
5 you recognize this document?

6 A Yes, I do.

7 Q What is it?

8 A It's the Leo Marine crew list.

9 Q About when did you -- did you receive it from anyone?

10 A Yes, I did.

11 Q About when did you receive it?

12 A March 12th or March 13th, on or about. 2021.

13 Q Do you recall who you received it from?

14 A I don't recall. It was one of the barge crew members.

15 Q The barge crew members of who?

16 A Prior Foss crew members who now work at -- who now are
17 working at Leo Marine.

18 JUDGE SANDRON: And which ones were -- on this list were
19 previously employed by, I believe it was, Foss?

20 THE WITNESS: Yes, Your Honor. I'll start from the top.
21 Aurella, Mike. Bonsky, Todd. Bristol, Cesare.

22 JUDGE SANDRON: All right. Well, actually, were all of
23 them were employed previously by Leo Marine -- excuse me -- by
24 Foss?

25 THE WITNESS: No, no, Your Honor. Not all of them.

1 JUDGE SANDRON: Well, I'll leave that for the General
2 Counsel. Do you want him to go through the names?

3 MR. RIMBACH: Yes, Your Honor. That was going to be my
4 next question.

5 JUDGE SANDRON: All right. He can continue.

6 THE WITNESS: So I left off at --

7 MR. RIMBACH: It goes back to his earlier knowledge of who
8 was ultimately employed by Leo Marine.

9 JUDGE SANDRON: Okay. Go ahead.

10 THE WITNESS: Okay. So I left off at Bristol, Cesare. Di
11 Maria, Giuseppe. Marabella, Anthony. Perazzola, Vincent.
12 Sanchez, Rick. Zufferey, Daniel. And that is all.

13 Q BY MR. RIMBACH: Now, to your knowledge, do you know when
14 these employees began working for Leo Marine Services?

15 A Yes. After February 28th.

16 Q Okay.

17 MR. RIMBACH: I'd like to offer GC Exhibit 11 into
18 evidence.

19 MR. HILGENFELD: Your Honor, it's not properly
20 authenticated. This was emailed to him from somebody else that
21 he does not know who it was or how it was created.

22 MR. RIMBACH: Your Honor, if I may. This document is
23 directly responsive to Leo Marine Services subpoena request
24 number 38, which states, Leo Marine's -- which requested Leo
25 Marine's crew list during the period of February 1st, 2021, to

1 the current date, and documents identifying the names and job
2 titles of persons who would regularly receive copies of the
3 crew lists.

4 This is directly relevant to single employer status as a
5 party admission. The Respondent document dumped, as part of
6 its subpoena production, several of the General Counsel
7 subpoena requests in a folder identified as order number 8,
8 employees. There were roughly 150 or more documents in that
9 folder.

10 MR. HILGENFELD: Your Honor, we may be --

11 MR. RIMBACH: (Indiscernible, simultaneous speech) --

12 JUDGE SANDRON: No, all right. One at a time.

13 MR. RIMBACH: Your Honor, this document --

14 MR. HILGENFELD: (Indiscernible, simultaneous speech) --

15 JUDGE SANDRON: Just a second. We can't have people
16 speaking over one another. This --

17 MR. HILGENFELD: Your Honor, we may be willing to
18 stipulate as to who was employed at what time, but this is not
19 authenticated. If they want an authentic document, they need
20 to provide it. They can't just have some document that may
21 have been created or may not have been created that was texted
22 from somebody that we don't know. So --

23 JUDGE SANDRON: Okay, all right. Was this provided in
24 pursuant to the subpoena?

25 MR. HILGENFELD: Not by us, Your Honor, not to my

1 knowledge.

2 MR. RIMBACH: No, Your Honor. It was not.

3 MR. HILGENFELD: I have not seen this document before
4 so --

5 MR. RIMBACH: I request sanctions, evidentiary sanctions
6 for --

7 MR. HILGENFELD: Your Honor, we have --

8 JUDGE SANDRON: Just a second, you know. We're going to
9 end up getting bogged down in an argument. This would be the
10 type of document, though, that you're claiming, Mr. Rimbach
11 should have been provided pursuant to the subpoena?

12 MR. RIMBACH: Yes, Your Honor. And it can be admitted
13 through hearsay exception. It's a party admission, Your Honor.

14 MR. HILGENFELD: Well, it's not if it's not authenticated.
15 My problem is not whether certain people were employed. We've
16 given all that information. My problem is not whether there's
17 certain crew lists. We have them, and we've provided that
18 information. My problem is when you have 200 requests, have
19 half a million documents in a three-week period of time, it's
20 impossible to understand with the certainty is what covered, is
21 what's not. This is not authenticated. There may be an
22 authentic version out --

23 JUDGE SANDRON: All right.

24 MR. RIMBACH: -- there, or there -- there may be a Foss --

25 JUDGE SANDRON: All right.

1 MR. RIMBACH: -- there may be tons of people who can
2 testify.

3 JUDGE SANDRON: All right. Mr. Hilgenfeld, we'll give you
4 an opportunity to show this to a representative of Leo Marine
5 Services and see if he -- I think there'd be a he -- he
6 recognizes this as a document of Leo Marine Services. If so,
7 then we will not have a question of its authenticity. So we'll
8 give you an opportunity to show it to one of your clients and
9 see if the client recognizes the document. So I'll hold that
10 off just for a moment. And then Mr. Hilgenfeld, at a break,
11 can show it to a representative of Leo Marine Services.

12 MR. RIMBACH: Your Honor, just for the record, no Leo
13 Marine crew lists were provided as part of the subpoenaed
14 documents, contrary to Mr. Hilgenfeld's assertion. According
15 to our search, the folder that was identified as responsive to
16 Leo Marine Services' subpoena request number 38.

17 JUDGE SANDRON: All right.

18 MR. RIMBACH: It's very specific.

19 JUDGE SANDRON: All right. So well, I'll just say my
20 question was, though, and I think it's a pretty simple one, was
21 this one of the documents that was provided, in some --
22 whatever form by the Respondents, or Respondent, if you take
23 them collectively, in terms of the subpoenaed documents. Was
24 it provided? That's -- that was my -- all right. That was my
25 question. Maybe Mr. Rimbach -- was this provided?

1 MR. RIMBACH: It was not provided, Your Honor. It should
2 have been.

3 JUDGE SANDRON: All right. Well, all right. Well, let's
4 leave it like this. Mr. Hilgenfeld will show it to a
5 representative of Leo Marine Services and see if that
6 individual recognizes this as a company document. All right.
7 Go ahead. Although if we get a stipulation as to what the
8 document contains, then we wouldn't need the document, per se.

9 So Mr. Hilgenfeld, would you be willing to stipulate that
10 the name -- the individuals that the witness named were on the
11 barge crew list on March 12th, '21?

12 MR. HILGENFELD: I certainly would be willing to talk to
13 my client. We will stipulate to who was on the barge crew list
14 at that time. We have no problem with that stipulation. I
15 just can't do it without talking to my client as to who --

16 JUDGE SANDRON: All right. Now --

17 MR. RIMBACH: Your Honor, we would require a stipulation
18 as to this entire document.

19 JUDGE SANDRON: Well, what is the relevance of the rest of
20 the document?

21 MR. RIMBACH: Right. The five managers listed on this
22 document, Doug Houghton, he's alleged as the general manager of
23 Westoil. Anthony Lobro is the director of barge logistics for
24 Centerline, Leo Marine Services, Olympic Tug & Barge, and
25 Westoil. Brian Vartan is the operations manager of Westoil and

1 Leo Marine Services.

2 JUDGE SANDRON: I see. All right.

3 MR. RIMBACH: I mean, it's a party admission, Your Honor,
4 with respect to the single-employer status of the five named
5 Respondents.

6 MR. HILGENFELD: And Your Honor, I thought that issue was
7 resolved.

8 MR. RIMBACH: Not with respect to Westoil Marine Services.

9 JUDGE SANDRON: Right.

10 MR. HILGENFELD: Westoil is not on this document. This
11 document is Leo Marine.

12 MR. RIMBACH: These same individuals listed here are the
13 supervisors or agents of Westoil Marine Services, Your Honor.

14 JUDGE SANDRON: All right. Well, why don't you talk with
15 your client, Mr. Hilgenfeld, see if the document is authentic,
16 and then I'll make a decision on admitting it.

17 MR. RIMBACH: And just for the record, Marshall Novack was
18 also a Westoil operations manager.

19 JUDGE SANDRON: What -- who was that? What was his name?

20 MR. RIMBACH: Marshall Novack.

21 JUDGE SANDRON: Okay. You want to spell that for the
22 record?

23 MR. RIMBACH: Sure.

24 JUDGE SANDRON: Since you named him.

25 MR. RIMBACH: So Doug Houghton is D-O-U-G, last name,

1 H-O-U-G-H-T-O-N. Anthony Lobro, A-N-T-H-O-N-Y, last name,
2 L-O-B-R-O. Kelly Moore, K-E-L-L-Y, last name, M-O-O-R-E.
3 Marshall Novack, M-A-R-S-H-A-L-L, Novack is N-O-V-A-C-K. I
4 believe Brian Vartan was already in the record, but that's --

5 JUDGE SANDRON: All right.

6 MR. RIMBACH: -- B-R-I-A-N, last name, V-A-R-T-A-N.

7 JUDGE SANDRON: Well, I think that -- I mean, if Mr.
8 Hilgenfeld wants to go briefly in a breakout room with --

9 MR. HILGENFELD: Your Honor?

10 JUDGE SANDRON: --one of the -- yes.

11 MR. HILGENFELD: We -- my Leo Marine representative is not
12 present, so I won't be able to do that. I'll have to get a
13 hold of him. They're actually working.

14 JUDGE SANDRON: Well, somebody should have been here, if
15 he's not here. All right. General Counsel Exhibit 11 is
16 received --

17 MR. RIMBACH: Thank you, Your Honor.

18 JUDGE SANDRON: -- so I'll assume it's accurate.

19 **(General Counsel Exhibit Number 11 Received into Evidence)**

20 JUDGE SANDRON: Go ahead.

21 MR. RIMBACH: And just for the record, we also request any
22 other Leo Marine crew list during the period of February 1st,
23 2021 to the current date. None of that has been provided, as
24 well as the documents identifying the names and job titles of
25 persons who would regularly receive copies of these crew lists.

1 To our knowledge, based on the subpoenaed documents that were
2 produced, we haven't seen any of those, Your Honor.

3 JUDGE SANDRON: Mr. Hilgenfeld?

4 MR. HILGENFELD: We will look, Your Honor. We have not
5 withheld them. We're happy to produce them if we can find
6 them.

7 JUDGE SANDRON: All right. See if you can -- see if they
8 can be located. I assume they're maintained; I mean, it would
9 just be a matter of a business records that --

10 MR. HILGENFELD: But Your Honor, I'm not sure if they're
11 written over. A lot of these are Excel documents, or at least
12 they look like they could be.

13 JUDGE SANDRON: I see. All right. See what you can
14 locate, and then you can represent what you find.

15 MR. HILGENFELD: Sure.

16 Q BY MR. RIMBACH: Do you know whether SIU currently
17 represents employees at Leo Marine Services?

18 A No, they do not.

19 Q And why not?

20 A Because the Master, Mates, & Pilots do.

21 Q Do you know about when Masters, Mates, & Pilots were
22 certified as the bargaining representative by Region 21 of the
23 National Labor Relations Board of the Leo Marine Services
24 employees based --

25 JUDGE SANDRON: Well --

1 Q -- in Los Angeles and Long Beach?

2 JUDGE SANDRON: Well, I think it would be better just to
3 get the DD and E in the record, as I said. It may be in the
4 record already, but as a separate exhibit, it might -- that
5 would be probably the best way, to get the DD and E in, and
6 then the certification of representative. The authenticity of
7 those documents can't be disputed, so -- I mean Mr. Hilgenfeld
8 can argue relevance, or that they were not proper, but they
9 are, at this point, operative documents, so you can introduce
10 them.

11 MR. RIMBACH: No problem. Thank you, Your Honor.

12 At this time, I have no further questions.

13 Thank you, Mr. Amalfitano.

14 JUDGE SANDRON: Okay.

15 THE WITNESS: Thank you.

16 JUDGE SANDRON: I think we'll turn -- before we get to
17 cross-examination, we can ask if Counsels for the Charging
18 Parties have any questions they'd like to ask the witness.

19 MR. WOJCIECHOWSKI: Nothing from --

20 MR. HILGENFELD: Your Honor, would this be a good time for
21 a br -- I'm sorry. Would this be a good time for a break?

22 JUDGE SANDRON: Well, we can take a short break, maybe ten
23 minutes. It's -- let's see. I think it's 11:40 your time, I
24 believe, so why don't we take ten minutes. That'll be fine.
25 We'll go off the record.

1 MR. HILGENFELD: Thank you.

2 THE COURT REPORTER: Judge?

3 JUDGE SANDRON: Yes.

4 THE COURT REPORTER: We have somebody in the waiting room
5 with a phone number. I've asked people in the waiting room to
6 identify themselves, so I didn't admit them. But does anybody
7 know somebody with a 31 --

8 (Off the record at 10:38 a.m.)

9 JUDGE SANDRON: Okay. I understand, Mr. Wojciechowski,
10 you have no questions?

11 MR. WOJCIECHOWSKI: That's correct.

12 JUDGE SANDRON: And let's see --

13 MR. HARKSEN: It's me, Your Honor, for the IBU.

14 JUDGE SANDRON: Oh, there you are, Mr. Harsen.

15 Do you have any questions for the IBU?

16 MR. HARKSEN: We do not. Thank you.

17 JUDGE SANDRON: Okay. So I think then we'll turn to
18 cross-examination. I believe Mr. Hilgenfeld had earlier
19 requested the Jencks statements.

20 So I assume you're renewing your request?

21 MR. HILGENFELD: Yes, Your Honor. Any statements related
22 to any of the matters involved herein.

23 JUDGE SANDRON: So Mr. Rimbach, if you could state on the
24 record how many affidavits there are, and the length of the
25 affidavit, or affidavits, and then the dates, and then you can

1 turn them over to opposing Counsel.

2 MR. RIMBACH: There is one affidavit dated March 23rd,
3 2021, consisting of 16 pages. There are very limited
4 redactions to protect the confidentiality of the protected
5 activity of employees. There are also 60 pages of accompanying
6 exhibits. I believe one of those -- two of those documents had
7 been redacted, only one of them by the General Counsel, again,
8 to protect the confidentiality of employees who may have
9 engaged in protected activity. I also will email the
10 unredacted version of GC Exhibit 7, as requested by Mr.
11 Hilgenfeld.

12 JUDGE SANDRON: All right. We will --

13 MR. HILGENFELD: Your Honor?

14 JUDGE SANDRON: Yes.

15 MR. HILGENFELD: For the record, I believe, since the
16 witness has testified, we're entitled to the complete,
17 unredacted version to go through the cross-examination for this
18 matter.

19 JUDGE SANDRON: Well, I'm not sure that employee names
20 need to be disclosed.

21 MR. HILGENFELD: Well, they do, if we're going to cross-
22 examine appropriately to understand the scope of what Mr.
23 Amalfitano has testified to in this matter, whether it's
24 consistent with that testimony.

25 JUDGE SANDRON: Mr. Rimbach?



1 MR. RIMBACH: I disagree. The -- it's only very limited
2 redactions with respect to employees' names who engaged in
3 protected concerted activity or protected Union activity that
4 Mr. Amalfitano did not directly testify about with respect to
5 those employees.

6 JUDGE SANDRON: Well, I haven't had this issue come up, so
7 I don't know. Do either Counsel have any authority one way or
8 the other?

9 MR. RIMBACH: I don't believe --

10 MR. HILGENFELD: I don't think that --

11 MR. RIMBACH: -- the employees themselves are not -- do
12 not need to be disclosed for any reason.

13 JUDGE SANDRON: Well, Mr. Hilgenfeld, if you have any
14 authority that mandates that the affidavits be provided in
15 unredacted form, and the confidentiality of employees'
16 protected concerted activity might be unnecessarily disclosed,
17 I'll hear your authority. If not, I won't require the General
18 Counsel to share unredacted copies. So if you have any
19 authority, I'll listen to it.

20 MR. HILGENFELD: If you would just hold on one moment,
21 Your Honor, and I will see if I do or do not.

22 JUDGE SANDRON: All right.

23 MR. HILGENFELD: Appreciate your patience.

24 JUDGE SANDRON: And if there is any Board decision that
25 goes to that issue, I'll certainly listen to it.

1 All right. Well, why don't we do this? Why don't you
2 turn over the unredacted -- excuse me -- the redacted
3 affidavits and other documents to Mr. Hilgenfeld, and he can
4 review them. And then if he can find any authority before he
5 begins cross-examination, I'll hear what he has found. So --
6 yes?

7 MR. HILGENFELD: Your Honor, I'm prepared to address it
8 and at least provide you the information, and you can make a
9 decision on that.

10 JUDGE SANDRON: Okay. Yes.

11 MR. HILGENFELD: I believe, under Caterpillar, Inc. 313
12 NLRB 626, we're entitled to the full statement to the extent it
13 relates to the testimony that's given to -- that's given
14 herein. To the extent these witnesses contain information
15 that's consistent or related to Mr. Amalfitano's testimony, we
16 believe we're entitled to the names of those witnesses, so we
17 can properly cross-examine.

18 JUDGE SANDRON: All right. I'll look at that case while
19 we're taking a break, so you can review the affidavits.

20 MR. RIMBACH: What was the case number for that?

21 MR. HILGENFELD: Sure. Caterpillar 313 NLRB 626, related
22 to the statement that once the witness has testified on the
23 matter, he has waived any right to confidentiality on that
24 matter.

25 JUDGE SANDRON: Okay. Although I'm not sure that directly

1 addresses the issue of confidentiality of other employees, but
2 I'll take a look at it.

3 And Mr. Rimbach, if you want to, during the hiatus before
4 we resume, see if you can find any authority to the contrary,
5 I'll listen to that as well.

6 So how much time do you want to -- how much time should we
7 take? Well, I think with the addition of time to maybe check
8 out the authority, maybe we'll take 40 minutes. Or I could
9 probably do it in less. I don't know, 35. I could do -- it's
10 now 2:00 my time, 11 yours. We might take a -- well, we can
11 consider a short lunch break of sorts. So why don't we take --

12 MR. HILGENFELD: Your Honor.

13 JUDGE SANDRON: Yes?

14 MR. HILGENFELD: I apologize, Your Honor.

15 JUDGE SANDRON: Why don't we take 40 minutes, and then
16 come back at, that would be 2:40 my time, 11:40 your time.
17 That would give Counsel an opportunity to review the affidavit,
18 and Mr. Rimbach and I the opportunity to check the case law, or
19 Board's decisions to see whether Mr. Hilgenfeld's position is
20 sustainable.

21 MR. RIMBACH: Thank you, Your Honor.

22 JUDGE SANDRON: All right. So the record will reflect
23 that the affidavit, in redacted form, and the other documents
24 have been, or will be -- have they been provided yet to Mr. --

25 MR. RIMBACH: Yes, Your Honor.

1 JUDGE SANDRON: Okay. They've been provided. All right.
2 So we'll go off the record for 40 minutes, and then we'll
3 address the legal issue when we come back. All right. Off
4 the --

5 MR. HILGENFELD: Thomas, did you --

6 JUDGE SANDRON: Yeah?

7 MR. HILGENFELD: Did you email them, or --

8 MR. RIMBACH: I emailed them, yes. You should have
9 received -- I emailed them at 10:54.

10 MR. HILGENFELD: I have not --

11 THE COURT REPORTER: And Judge --

12 MR. HILGENFELD: We can work this offline between the two
13 of us.

14 JUDGE SANDRON: All right. All right. That's fine. So
15 we'll go off the record at this time.

16 (Off the record at 10:59 a.m.)

17 JUDGE SANDRON: Before we proceed further, I understand
18 that the court reporter would ask that a couple of individuals
19 who have participated state their appearances for the record.
20 So we have Mr. Harksen, J-A-C-O-B H-A-R-K-S-E-N.

21 And Mr. Harksen, do you want to state who you represent?

22 MR. HARKSEN: Sure. Jacob Harksen, for the Charging
23 Party, IBU.

24 JUDGE SANDRON: Okay. And we also have Wesley,
25 W-E-S-L-E-Y, last name Foreman, F-O-R-E-M-A-N.

1 And Mr. Foreman, who do you represent?

2 MR. FOREMAN: Yeah. Represent the Respondents. Thank
3 you.

4 JUDGE SANDRON: Okay. So that's on the record.

5 Before we go further, I have reviewed the case that
6 Counsel for the Respondent cited, Caterpillar, Inc. That's 313
7 NLRB 626, 1984, and I find it in opposite to what we're
8 addressing here. In that case, the ALJ had required the
9 General Counsel to present all affidavits that a witness had
10 provided without regard to the specific issues or cases
11 involved, and the Board reversed the ALJ, and held that the
12 judge had given an overbroad reading to Jencks.

13 In doing my own search, I could find no case in which the
14 Board has addressed the redaction issue, and in the absence of
15 any precedent that supports the Respondent's position, I am
16 convinced that the privacy rights of employees and the
17 protect -- their protection against the risk of retaliation
18 from an employer is a significant and paramount importance, so
19 I'm not going to require the General Counsel to turn over
20 unredacted affidavits.

21 MR. RIMBACH: Your Honor, just for the record, I did email
22 Mr. Hilgenfeld a new version of -- a revised version of the
23 redacted affidavit that only redacts the name of one -- the
24 name of one employee with respect to an internal Union meeting
25 that was not testified about, Your Honor.

1 JUDGE SANDRON: All right. Well, maybe the issue has
2 become moot since we adjourned, but in any event, my ruling
3 stands on the record for what it is at this point.

4 So Mr. Hilgenfeld, have you had a chance to review the
5 affidavit and other documents?

6 MR. HILGENFELD: I have, Your Honor. I've not been able
7 to review the last one that Counsel sent, but I think I'm
8 prepared to proceed.

9 JUDGE SANDRON: All right. Please go ahead.

10 MR. HILGENFELD: Okay.

11 **CROSS-EXAMINATION**

12 Q BY MR. HILGENFELD: So Mr. Amalfitano, good morning today.
13 How are you doing?

14 A Doing well. Thank you.

15 Q Thank you. Thank you for your testimony today. Mr.
16 Amalfitano, did Foss have ship assist work in L.A. Long Beach
17 in 2020/2021?

18 A Yes.

19 Q Does Foss continue to have ship assist work in L.A. Long
20 Beach?

21 A Yes.

22 Q Do you have an understanding of where -- whether the crew
23 members or the ship assist tugs are represented by a Union?

24 A I believe so, yes.

25 Q And would that be MEBA, M-E-B-A?

1 A Yes.

2 JUDGE SANDRON: What does that stand for, or is that the
3 name, the actual name?

4 MR. HILGENFELD: MEBA would be the acronym. I believe
5 it's mechanical engineering, maybe boat association.
6 Mechanical engineering, something, I believe.

7 JUDGE SANDRON: Just --

8 MR. HILGENFELD: Mr. Amalfitano may know.

9 JUDGE SANDRON: Do you know, Mr. Amalfitano?

10 THE WITNESS: I'm -- I'm not 100 percent sure, but that
11 was pretty close. Mechanical Engineers Beneficiary Association
12 (sic), or Boatman Association (sic).

13 Q BY MR. HILGENFELD: And they -- they essentially represent
14 the deckhand engineers on the tug boats for Foss; is that
15 correct?

16 A Yes.

17 Q And the tankerman assistants -- you were a tankerman for
18 Foss, correct?

19 A Yes.

20 Q And did you have your PIC, or person in charge
21 credentials?

22 A Yes.

23 Q And as I understand it, under the Coast Guard regulations,
24 as a PIC, you could sign barge logs; is that correct?

25 A Yes.

1 Q And the loading or unloading of petroleum requires a barge
2 log for every discharge; is that correct?

3 A Yes.

4 Q Assistant tankermen do not have to have a PIC license,
5 correct?

6 A That is correct.

7 Q And in fact, a dank -- a deckhand can act as an assistant
8 tankerman, correct?

9 A Yes.

10 Q And are you familiar with spot -- spot work or spot
11 charters?

12 A I am not.

13 Q Are you familiar with one-time jobs?

14 A I am not.

15 Q Okay. Did you do any one-time jobs when you were at Foss?

16 A I'm not sure what that is.

17 Q Oh. Fair enough. When you were at Foss, did you perhaps
18 do any work for any other customers on a one-time basis, such
19 as Phillips 66, or Peninsula, or Glencore Maritime?

20 A Yes.

21 Q Okay. And so did you do work for Phillips 66 in L.A. Long
22 Beach in 2020/2021 (indiscernible)?

23 A I loaded or discharged at the Phillips terminal. I'm not
24 sure if that was a Chevron contract, or if it was a Phillips
25 contract, but I have been to other terminals.

1 Q And -- so when you're at the other terminals, you may not
2 know what contract you're operating under; is that fair?

3 A The orders would -- the orders would say who the customer
4 was.

5 Q Do you know if you performed any customer service for
6 Phillips 66?

7 A I don't recall.

8 Q Okay. And is Philips 66 commonly referred to as P66 in
9 the petroleum industry business?

10 A Yes.

11 Q Okay. So if later I referred to them as P66, you
12 understand who I'm referring to?

13 A Yes, I will.

14 Q Are you familiar with Aegean?

15 A I'm not, no.

16 Q That's because Aegean is no longer performing L.A. Long
17 Beach bunkering work in L.A., correct?

18 A I'm not sure. I've never heard of Aegean.

19 Q Are you familiar -- are you familiar with Peninsula?

20 JUDGE SANDRON: All right. What was last one? Could you
21 just -- was that G -- say it again?

22 MR. HILGENFELD: Aegean. A -- A-E-G-E-A-N.

23 JUDGE SANDRON: Okay. Thank you. And then you mentioned
24 another name?

25 MR. HILGENFELD: Peninsula.

1 Q BY MR. HILGENFELD: Are you familiar with a customer
2 called Peninsula?

3 A Yes.

4 Q Did you perform any work for Peninsula?

5 A Not that I recall, no.

6 Q Are you familiar with -- is Peninsula still in the L.A.
7 Long Beach area performing petroleum services?

8 A I'm not aware. I do not know.

9 Q Are you familiar with Glencore?

10 A Yes.

11 Q Is Glencore a customer that you've performed any petroleum
12 services for?

13 A Yes.

14 Q Okay. Are you familiar with Marathon?

15 A No, I am not.

16 Q Do you recall if you performed any services for Marathon?

17 A I do not know.

18 Q And are you familiar with British Petroleum?

19 A Yes.

20 Q Is British Petroleum commonly referred to as BP?

21 A Yes.

22 Q So if I refer to BP, do you understand who I'm referring
23 to?

24 A Yes, I do.

25 Q Did you perform any services for BP in the L.A. Long Beach

1 area?

2 A I've bunkered two BP vessels under the Chevron contract.

3 Q Okay. And as it relates to Leo Marine, are you aware that
4 Leo Marine, when it became into an existence, has more than
5 just one customer, Chevron?

6 A Yes.

7 Q Are you aware that Leo Marine is -- has Glencore as a
8 customer?

9 A Yes, I am aware.

10 Q Are you aware of Leo Marine has P66 as a customer?

11 A No, I'm not aware of that.

12 Q Are you aware that they had Peninsula as a customer?

13 A No, I am not aware of that.

14 Q Because Westoil has Peninsula as a customer, correct?

15 A I'm not sure who they have, no.

16 Q So the statement that Chevron was the only customer you
17 performed worked for when you worked at Foss in the L.A. Long
18 Beach is not entirely correct; is that right?

19 A No, that's not correct.

20 Q You performed work for Glencore, correct?

21 A Through Chevron. I'm not sure if the job was a Che --
22 Glencore job or Chevron just trading fuel with Glencore, but
23 primarily it was Chevron.

24 Q Are you familiar with the barge, Bernie Briere?

25 A I've seen it in the harbor, yes.



1 Q Do you know if Bernie --

2 JUDGE SANDRON: Could you -- can you just spell that?
3 Because it -- make sure we have it in the record, the name.

4 MR. HILGENFELD: Bernie is B-E-R-N-I-E B-R-I-E-R-E.

5 Q BY MR. HILGENFELD: Do you know -- remember seeing the
6 Bernie Briere in the L.A. Long Beach area in December of 2020
7 to March 1st of 2021?

8 A No, I don't recall.

9 Q Could it be there, and you just don't recall seeing it?

10 JUDGE SANDRON: Well, that's -- that --

11 MR. RIMBACH: Objection. Asked and answered.

12 JUDGE SANDRON: Well, that calls for kind of speculation
13 because he didn't see it.

14 MR. HILGENFELD: Fair enough.

15 Q BY MR. HILGENFELD: Do you recall seeing the barge -- do
16 you know the barge, the Anne Elizabeth?

17 A Yes.

18 Q Have you seen the barge, Anne Elizabeth, in the L.A. Long
19 Beach Harbor?

20 A Yes.

21 Q Do you recall seeing the barge, the Anne Elizabeth in the
22 L.A. Long Beach Harbor between December 2020 to March 1st,
23 2021?

24 A I do not.

25 Q Do you recall seeing the barge, the Lovel Briere?



1 A Yes.

2 JUDGE SANDRON: Okay. Okay. You remember, you got to
3 spell the names unless it's really clear -- you know, how
4 they're spelled.

5 MR. HILGENFELD: Lovel is L-O-V-E-L, Briere, B-R-I-E-R-E.

6 Q BY MR. HILGENFELD: Mr. Amalfitano, do you recall seeing
7 the Lovel Briere perform work in the L.A. Long Beach area?

8 A Yes.

9 Q Do you recall seeing the barge, Lovel Briere, in the L.A.
10 Long Beach area from December 2020 to March 1st, 2021.

11 A No, I don't recall those times.

12 Q Are you familiar with the barge, the Sixty Five Roses?

13 A Yes.

14 Q Do you recall seeing the Sixty Five Roses performing barge
15 work in the L.A. Long Beach Harbor?

16 A Yes.

17 Q Do you recall seeing the barge, the Sixty Five Roses, in
18 the L.A. Long Beach Harbor in December 2020 to March 1st of
19 2021?

20 A I don't, no.

21 Q Are you familiar with the barge, the HMS 2604?

22 A Yes, I am.

23 Q Have you seen the HMS 2604 in the L.A. Long Beach Harbor?

24 A Yes, I have.

25 Q Have you seen the HMS 2604 in the L.A. Long Beach Harbor

1 from December 2020 to March 1st, 2021?

2 A I don't recall, no.

3 Q Are you familiar with the barge, the Webb Moffett?

4 A Yes, I am.

5 JUDGE SANDRON: Remember, you need to spell it because we
6 can't assume the spelling of certain names.

7 MR. HILGENFELD: Webb is W-E-B-B, Moffett, M-O-F-F-E-T-T.

8 Q BY MR. HILGENFELD: Do you recall seeing the Webb Moffett
9 in the L.A. area, Mr. Amalfitano?

10 A Yes.

11 Q Do you recall seeing the barge, the Webb Moffett, in the
12 L.A. Long Beach area from December 2020 to March 1st, 2021?

13 A No, I don't recall.

14 Q Were you aware that Olympic Tug & Barge has performed
15 petroleum services in the L.A. Long Beach area for over a
16 decade?

17 A No, I am not.

18 Q Were you aware that the Olympic Tug & Barge has operated
19 the Webb Moffett for years?

20 A No, I am not.

21 Q Were you aware the Olympic Tug & Barge has operated the
22 Sixty Five Roses for years?

23 A No, I am not.

24 Q Are you aware that the Olympic Tug & Barge has operated
25 the Lovel Briere for years?

1 A No, I am not.

2 Q You testified regarding scheduling and working conditions
3 while working at Foss. Were that -- was that working
4 conditions governed by the labor agreement between MMP and
5 Foss?

6 A I don't understand the questions in regards to the working
7 conditions.

8 Q Fair enough. I believe you testified regarding your work
9 schedule; is that correct?

10 A Yes, I was scheduled.

11 Q And that was your schedule under the Foss schedule,
12 correct?

13 A Yes.

14 Q Do you have any knowledge -- did you have any knowledge in
15 February of 2021 of the schedule for Leo Marine?

16 A No, I have no knowledge.

17 Q Did you have any knowledge in February of 2021 regarding
18 the schedule for Olympic Tug & Barge?

19 A No.

20 Q In your duties as a Union representative, are you familiar
21 with Union security clauses?

22 A Yes.

23 Q What's a Union security clause?

24 MR. RIMBACH: Objection. Beyond the scope.

25 JUDGE SANDRON: Well, I think it also is basically a legal

1 term of art, so --

2 MR. HILGENFELD: Your Honor, there's been an allegation
3 about Union security clauses --

4 JUDGE SANDRON: Right.

5 MR. HILGENFELD: -- in this. And Mr. Amalfitano's a
6 representative of the Charging Parties and part of the
7 govern -- and he's -- he testified that he administers
8 contracts.

9 MR. RIMBACH: Mr. Amalfitano did not testify regarding a
10 Union security clause, Your Honor.

11 MR. HILGENFELD: That is not the question. He testified
12 regarding his experience of collective bargaining and the
13 agreements. I'm allowed to explore that topic fully.

14 JUDGE SANDRON: So what -- so are you claiming Mr.
15 Rimbach, it's outside the scope of direct?

16 MR. RIMBACH: Yes, Your Honor.

17 JUDGE SANDRON: Mr. Hilgenfeld, we --

18 MR. HILGENFELD: Mr. Amalfitano spent a fair amount of
19 time talking about his work experience as representation as an
20 MMP representative, and he talked about the contract for Foss.
21 He also talked --

22 JUDGE SANDRON: Right.

23 MR. HILGENFELD: -- it's perfectly within the scope.

24 JUDGE SANDRON: All right. I'll allow that question;
25 we'll see where you go. But I don't think we want to get into

1 a lot of testimony about his understanding of contractual
2 matters, unless they specifically bear on the issues in this
3 case. Go ahead. I'll allow that question.

4 Q BY MR. HILGENFELD: Mr. Amalfitano, are you familiar with
5 Union security clauses?

6 A Yes.

7 Q Did the Foss contract with MMP have a Union security
8 clause?

9 A I believe so, yes.

10 Q And are you aware that if someone does not pay dues within
11 30 days or does not become a member of the Union, there can be
12 consequences regarding their employment?

13 MR. RIMBACH: Objection. Vague and calls for a legal
14 conclusion.

15 JUDGE SANDRON: Well, are you aware of -- are you aware of
16 any provision in the Foss contract that provided that type of
17 provision?

18 THE WITNESS: Yes.

19 Q BY MR. HILGENFELD: Then what's your understanding, Mr.
20 Amalfitano?

21 JUDGE SANDRON: Of what?

22 MR. HILGENFELD: You said you were aware that there could
23 be consequences of someone not paying dues. I'm just asking
24 fully what his understanding of that was in the contract?

25 MR. RIMBACH: Objection. Calls for legal conclusion.

1 JUDGE SANDRON: Well, do we have it -- I don't know if
2 we're going to get that contract in the record at any point.

3 MR. RIMBACH: Again, this is beyond the scope as well.

4 JUDGE SANDRON: Well, I'll allow that question, but I
5 think I'm going to, at a certain point, limit questions about
6 the Foss contract, because I think then we're getting into
7 peripheral areas, and I don't think that it is an effective use
8 of our time. I'll allow that question. But I'll note a
9 continuing objection by the General Counsel, and at a certain
10 point, I'll be inclined to sustain it.

11 Go ahead.

12 Q BY MR. HILGENFELD: I'll try to ask the question again to
13 you, Mr. Amalfitano. Are you aware that a person may lose
14 their job if they do not adhere to the Union security clause
15 and join the Union within 30 days?

16 A I'm not aware of that, no.

17 Q Okay. What is your understanding of what a Union security
18 clause is?

19 MR. RIMBACH: Objection. Calls for a legal conclusion.

20 JUDGE SANDRON: Sustained.

21 Q BY MR. HILGENFELD: Mr. Amalfitano, you testified
22 regarding the interview that you had with a number of
23 individuals; is that correct?

24 A Yes.

25 Q And Mr. Amalfitano, prior to your interview, were you

1 aware that in or around February 8th, 2021, that Leo Marine had
2 become a company?

3 A I'm not sure. I don't recall.

4 JUDGE SANDRON: Well, let me just ask. We have somebody
5 with the last name of Canetti in the waiting room. Does
6 anybody know who that is? It just says Canetti, C-A-N-E-T-T-I.
7 Does anybody --

8 MR. RIMBACH: Let me check here.

9 JUDGE SANDRON: -- recognize that name?

10 MR. RIMBACH: Yes, Your Honor. That is a nonparticipant
11 observer employee of Westoil Marine Services.

12 JUDGE SANDRON: All right. Then, Ms. Bridges, that person
13 can be admitted. Thank you. Okay.

14 Go ahead, Mr. Hilgenfeld, please.

15 MR. HILGENFELD: So at this point, Your Honor, I'm going
16 to offer -- I'm not going to offer, but I'm going to put the
17 affidavit to allow it to refresh the witness' recollection. Do
18 we want to use shared services or how do we want to go about
19 that process? I'm not offering it as an exhibit.

20 JUDGE SANDRON: Well, it gets a little bit tricky. Do you
21 want to maybe show it to him off the record if you don't want
22 it to actually be identified at this point or --

23 MR. HILGENFELD: I mean, I --

24 JUDGE SANDRON: -- do you --

25 MR. HILGENFELD: -- I want it iden -- oh, sorry, Your

1 Honor.

2 JUDGE SANDRON: Well, because I take it, you don't -- it's
3 not necessary or maybe desirable for me to see the affidavit at
4 this point; is that what you're saying?

5 MR. HILGENFELD: That's correct, Your Honor. We may admit
6 it later, but I would like the record --

7 JUDGE SANDRON: Well --

8 MR. HILGENFELD: -- to reflect that we're showing him the
9 affidavit.

10 JUDGE SANDRON: Well -- all right. Would you want to
11 direct him to a particular provision of the affidavit or have
12 him read it, or how do you want to handle that?

13 MR. HILGENFELD: I was going to put it up, direct him to a
14 line on there, have him review his affidavit, and find out if
15 that refreshes his recollection.

16 JUDGE SANDRON: My only concern is that I don't know if
17 you want me, or the other Counsel want you to see the affidavit
18 actually at this point. So is there a way -- and I'm not
19 really familiar with this.

20 But Ms. Bridge, is there a way that Counsel can show it
21 only to the witness so that nobody else will see the affidavit?
22 Maybe in a breakout room; can that -- can that --

23 THE COURTROOM DEPUTY: In a breakout room, I can
24 certainly -- and then they could -- I don't know if you can
25 share a screen in a breakout room, Judge. I guess we could try

1 that.

2 JUDGE SANDRON: Because we -- because we have the
3 General -- yes, Mr. Rimbach, we'd have you present as well.
4 What did -- do you have a suggestion?

5 MR. RIMBACH: Yes, Your Honor. I believe Mr. Amalfitano
6 does not have any documents in front of him, but he may have a
7 copy of his affidavit somewhere else, so we could take a
8 break --

9 JUDGE SANDRON: All right. Well --

10 MR. RIMBACH: -- and maybe he could find that.

11 JUDGE SANDRON: We can ask him. Do you have a copy of
12 your affidavit?

13 THE WITNESS: Yes, I do.

14 JUDGE SANDRON: Do you have it right there?

15 THE WITNESS: It's in my office.

16 JUDGE SANDRON: And how close is that?

17 THE WITNESS: Just a walk away, one door down.

18 JUDGE SANDRON: All right. Maybe you can go ahead and get
19 it then. That might be the best way to handle it. Do you want
20 to get the affidavit?

21 THE WITNESS: Okay.

22 JUDGE SANDRON: Okay. Well, why don't you -- although,
23 we'll assume that the affidavit is the same as the one that Mr.
24 Hilgenfeld has. I assume you would --

25 MR. RIMBACH: Yes, there's only one affidavit.

1 JUDGE SANDRON: All right. Why don't you get it?

2 THE WITNESS: Okay.

3 JUDGE SANDRON: Although -- yes. All right. We'll go off
4 the record just for five minutes. Off the record.

5 (Off the record at 12:07 p.m.)

6 JUDGE SANDRON: Thank you, Ms. Court Reporter. The
7 witness has his affidavit and Mr. Hilgenfeld has indicated
8 there's no problem with the witness reading from that. And we
9 will assume it's the identical version of what Counsel for the
10 Employer has.

11 So do you want him to read over the affidavit and affirm
12 it?

13 MR. HILGENFELD: I figure I will go through just some
14 questions, Your Honor. I think it'll be the quicker way to do
15 that just quickly.

16 JUDGE SANDRON: All right. That's fine.

17 **RESUMED CROSS-EXAMINATION**

18 Q BY MR. HILGENFELD: Mr. Amalfitano, did you give a
19 statement to an NLRB representative on or about March 23rd,
20 2021?

21 A Yes.

22 Q And is that statement 16 pages?

23 A Yes.

24 Q And who is the Board agent that signed the statement?

25 A Ms. Yasseri.

1 Q And did you have an opportunity to review the statement
2 before you signed the statement?

3 A Yes.

4 Q And did you understand that you were giving a statement
5 under oath?

6 A Yes.

7 Q Okay. Mr. Amalfitano, I'd asked you a question about when
8 you became aware that Leo Marine had been formed as a company.
9 I would direct your attention to page 2, lines 3 and 4 of your
10 affidavit.

11 A Okay.

12 Q I'll give you an opportunity to -- have you had an
13 opportunity to read that?

14 A Yes.

15 Q Does that help refresh your recollection about when you
16 became aware of Leo Marine becoming a company?

17 A Yes.

18 Q And when was that?

19 A On or about February 8th, 2021.

20 Q Thank you. And did you understand that Leo Marine was
21 just a name change from Starlight Marine?

22 A I don't recall.

23 Q I'll turn your attention to page 1, line 9 on page 1 of
24 your affidavit.

25 A Of what -- what line was that; what number?

1 Q Page 1, line 9, which is the last line of that page.

2 A Okay.

3 Q And do you see -- mind read -- would you read the last
4 sentence on that line, starting with "Centerline renamed"?

5 A "Centerline renamed a subsidiary Starlight Marine to Leo
6 Marine Services."

7 Q And when you provided that affidavit, did you understand
8 that Leo Marine had been renamed from Starlight Marine?

9 A I -- I don't recall.

10 Q Okay. Did you understand that Starlight Marine was a
11 subsidiary of Centerline?

12 A Yes.

13 Q When you interviewed on the job, did I understand you
14 correct, your testimony, that you saw a post for West Coast
15 tankerman; is that correct?

16 A Yes.

17 Q And you applied for the West Coast tankerman, correct?

18 A Yes.

19 Q And at the interview was Kim Cartagena, who said she was
20 from Centerline, correct?

21 A Yes.

22 Q Sven Titland, who said he was from Olympic Tug & Barge; is
23 that correct?

24 A Yes.

25 Q Bowman Harvey, who you believe was from Alaska; is that

1 correct?

2 A Yes.

3 Q Ben Kotin, who you did not know what company he came from,
4 correct?

5 A Yes, that's correct.

6 Q And Brian Vartan, who said he was with Leo Marine,
7 correct?

8 A Yes.

9 Q At any point in time, did Sven Titland ever tell you he
10 worked for anyone other than Olympic Tug & Barge?

11 A I don't recall.

12 Q At any point in time, did Brian Vartan tell you he worked
13 for anyone other than Leo Marine?

14 A I don't recall.

15 Q And when you received an offer letter, you received an
16 offer letter from Byron Peterson, correct?

17 A I believe the offer letter was from an Anna McMahon, but I
18 don't recall exactly who sent it -- or Sally Halfon?

19 JUDGE SANDRON: Well, I think it's in the record so we can
20 have it in --

21 Q BY MR. HILGENFELD: I will turn your attention to what's
22 been marked GC Exhibit 7 --

23 JUDGE SANDRON: Okay.

24 Q -- page 4.

25 JUDGE SANDRON: Okay. Well, actually, it's an exhibit, so

1 it's beyond marked. It is an exhibit.

2 MR. HILGENFELD: I understand, Your Honor. I'm just
3 putting everyone's attention to that if they'd like to look at
4 it as their own document.

5 Q BY MR. HILGENFELD: Do you recognize this document, which
6 is GC (sic) page 4 addressed to you?

7 A Yes.

8 Q And you see it's Olympic Tug & Barge is offering you a
9 position?

10 A Yes, I do.

11 Q And if you look at page 2, do you see an electronic send
12 it -- signature?

13 A Yes.

14 Q And who's the electronic signature that you see?

15 MR. RIMBACH: Objection. Document speaks for itself.

16 JUDGE SANDRON: That's true. I think the document does
17 speak for itself. It talks about -- and then it says
18 employment with Olympic Tug & Barge. So it says that.

19 Q BY MR. HILGENFELD: Is the document electronically signed
20 by Byron Petersen, Mr. --

21 MR. RIMBACH: Objection.

22 Q BY MR. HILGENFELD: -- Amalfitano?

23 MR. RIMBACH: The document speaks for itself.

24 JUDGE SANDRON: Yes, that's true.

25 MR. HILGENFELD: But Your Honor, he testified he didn't

1 know who he received the offer letter from. We're getting
2 clarity.

3 JUDGE SANDRON: All right.

4 MR. HILGENFELD: Okay.

5 JUDGE SANDRON: Well, you pointed it out, so I take note
6 of that.

7 Q BY MR. HILGENFELD: Mr. Amalfitano, did Mr. Peterson --
8 did you ever speak with Mr. Peterson?

9 A No, I did not.

10 Q Did you ever speak with anyone who indicated where Mr.
11 Peterson worked for?

12 A No, I did not.

13 Q Do you know if Olympic Tug & Barge was hiring tankermen at
14 this point in time?

15 A No, I wasn't aware.

16 Q Did you know if Olympic Tug & Barge worked on the West
17 Coast?

18 A Yes.

19 Q And when you spoke with the person who offered you the
20 job, do I understand correctly that you spoke with Mr. Titland?

21 A Yes.

22 Q And Mr. Titland had only said that he worked for Olympic
23 Tug & Barge; is that correct?

24 MR. RIMBACH: Objection. Asked and answered.

25 JUDGE SANDRON: Well, it is cross-examination, so I'll

1 allow it.

2 You can answer.

3 THE WITNESS: Can you repeat the question?

4 Q BY MR. HILGENFELD: Mr. Titland only told you he worked
5 for Olympic Tug & Barge, correct?

6 A I don't recall what he said.

7 Q Well, Mr. Amalfitano, you testified earlier that in the
8 interview he said he worked for Olympic Tug & Barge, correct?

9 A Yeah, Olympic Tug & Barge or Centerline.

10 Q Well, I believe you testified under oath he worked for --

11 JUDGE SANDRON: All right. Well, his testimony --

12 A Well, I don't know --

13 JUDGE SANDRON: Hold on just for a second. What he said
14 on direct is in the record, so I'm not sure we -- he can go --
15 you can go back and say what he said.

16 MR. HILGENFELD: Understood, Your Honor.

17 JUDGE SANDRON: Anyway, it is in the record.

18 Q BY MR. HILGENFELD: Mr. Amalfitano, I'm going to turn your
19 attention to page 8 of your affidavit, starting with line 10.

20 MR. RIMBACH: I'm going to object as to why he's being
21 referenced to these pages.

22 JUDGE SANDRON: Well, how is the witness going to know
23 where to look to read without some kind of direction?

24 MR. RIMBACH: What is this being used for, though, with
25 respect to refreshing recollection?

1 JUDGE SANDRON: Well, it can be used either for refreshing
2 recollection or impeachment, but I think Counsel can ask him
3 questions from the affidavit.

4 Go ahead.

5 Q BY MR. HILGENFELD: Do you see line 10 that starts, "On or
6 about February 4th, 2021"?

7 A Yes, I do.

8 Q I would like you to read that first sentence into the
9 record.

10 JUDGE SANDRON: Well, actually, there's two ways, too --
11 if you want to refresh him, you can ask him to read it to
12 himself and then ask him if it refreshes his recollection. And
13 then if you feel that it's not consistent with the affidavit,
14 then you can read it into the record. So which way you want to
15 go with that? You want to try refreshment first?

16 Q BY MR. HILGENFELD: Mr. Amalfitano, in reading that first
17 sentence, does that refresh your recollection as to what
18 company Mr. Titland said he worked for in your phone
19 conversation on February 4th?

20 A Yes.

21 Q And what company did Mr. Titland say he worked for?

22 A Olympic Tug & Barge.

23 Q And he did not mention Centerline, correct?

24 A Well, his email address is at Centerline --

25 JUDGE SANDRON: No.

1 A -- Logistics.com --

2 JUDGE SANDRON: That --

3 A -- so --

4 JUDGE SANDRON: Oh, okay. Yeah -- yeah, we're just
5 talking about what he said.

6 Q BY MR. HILGENFELD: He did not say Centerline, correct,
7 Mr. Amalfitano?

8 A I don't recall what he said.

9 MR. HILGENFELD: I'm going to read into the record, Your
10 Honor, what is stated in his affidavit.

11 JUDGE SANDRON: Go ahead.

12 MR. HILGENFELD: On or about February 4th, 2021, I
13 received a call from Sven Titland, regional general manager for
14 Olympic Tug & Barge, period.

15 MR. RIMBACH: I'd like to object to that because that has
16 no reference to what Mr. Titland said he -- what he said about
17 what company he worked for.

18 JUDGE SANDRON: Well, I thought -- does that go to -- Mr.
19 Hilgenfeld, does that go to what company Mr. Titland said he
20 worked for?

21 MR. HILGENFELD: It goes to two basis, Your Honor. One,
22 it goes to what basis that Mr. Amalfitano believed Mr. Titland
23 worked for. And two, it goes to Mr. Amalfitano's credibility
24 in determining the single-employer status before you today as
25 it relates to Westoil, and Centerline, and Harley Marine

1 Financing.

2 MR. RIMBACH: The statement is improper for impeachment
3 purposes because it does not say one way or the other --

4 JUDGE SANDRON: Well, what --

5 MR. RIMBACH: -- anything about what Mr. Titland --

6 JUDGE SANDRON: All right.

7 MR. RIMBACH: -- said about what company he represented.

8 JUDGE SANDRON: All right. Well, I'll let Mr. Hildenfeld
9 read it into the record, and I'll determined later whether it
10 actually is impeachment or not.

11 Go ahead.

12 Q BY MR. HILGENFELD: Mr. Amalfitano, have you ever been to
13 a job fair before?

14 A Could you repeat that, please?

15 Q Have you ever been to a job fair before?

16 A No, I have not.

17 MR. RIMBACH: Objection. Vague as to time.

18 Q BY MR. HILGENFELD: Mr. Amalfitano, have you -- do you
19 understand what a job fair is?

20 A Yes.

21 Q Is it possible that you could have been interviewing for
22 both Olympic Tug & Barge and Leo Marine positions --

23 JUDGE SANDRON: All right. That --

24 Q BY MR. HILGENFELD: -- at the same time --

25 JUDGE SANDRON: So that's spec -- that calls for

1 speculation, so question is improper.

2 Q BY MR. HILGENFELD: Mr. Amalfitano, you were offered a job
3 for Olympic Tug & Barge at \$40.36 per hour; is that correct?

4 A Yes.

5 Q And were your wages that you were receiving from Foss
6 based on the labor agreement?

7 A Yes.

8 Q And the labor agreement, do you recall if it had a two-
9 and-a-half percent raise per year for the Foss agreement?

10 A I believe it was three percent a year.

11 Q Mr. Amalfitano, I'm going to turn your attention to what's
12 been marked as Respondent's Exhibit 302. Do you recognize the
13 title page?

14 A Yes.

15 MR. RIMBACH: Objection. Beyond the scope.

16 MR. HILGENFELD: There is a --

17 JUDGE SANDRON: Well -- all right. Well, we've had a lot
18 of testimony about the Foss Maritime, and his employment with
19 them, and the contracts. So I'll allow the witness to look at
20 it. We have a lot of issues and potential issues, so I'll have
21 to sort out later how they relate to one another.

22 Q BY MR. HILGENFELD: Mr. Amalfitano, I'll turn your
23 attention to the last page. Does this appear that this was
24 signed by the MMP representatives?

25 A Yes.

1 Q And are you familiar with the MMP Foss Labor Agreement?

2 A Yes, I am.

3 Q And does this appear to be the MMP Foss Labor Agreement
4 that you recognize?

5 A Yes, it is -- it is.

6 Q And --

7 MR. RIMBACH: I'm sorry. Was this provided through the
8 SharePoint drive?

9 MR. HILGENFELD: It is. I just uploaded it.

10 MR. RIMBACH: When did you upload it?

11 MR. HILGENFELD: Just right now.

12 MR. RIMBACH: Because it --

13 JUDGE SANDRON: Was this in effect in 2021, this
14 agreement? I didn't see -- I didn't have a chance to read the
15 effective date. Was this in effect in 2021? Maybe we can
16 scroll down. It should have at the end the term of the
17 agreement. Oh, there it is. It's in the front. Okay.
18 June -- to June 30th of 2023. That answers my question.

19 Why -- after Mr. Rimbach, you've had a chance to see it,
20 if you have any objection to the document.

21 Probably ask Mr. Hilgenfeld, do you offer the document?

22 MR. HILGENFELD: We're just marking it at this point for
23 the witness to look at, Your Honor. We'll decide --

24 JUDGE SANDRON: All right.

25 MR. HILGENFELD: I --

1 JUDGE SANDRON: All right.

2 MR. HILGENFELD: We haven't decided yet.

3 JUDGE SANDRON: All right. Then Mr. Rimbach, you can look
4 over it, but you don't have to say whether or not you object
5 because it's not been offered.

6 Q BY MR. HILGENFELD: Mr. Amalfitano, in looking at this
7 agreement, does this help refresh your recollection as to
8 whether it was a three percent or two-and-a-half percent
9 increase you're receiving?

10 A Yes, it's a two-and-a-half percent.

11 Q And it looks like for contract started a tankerman was
12 getting \$35.61. Is that the rate you got when this contract
13 was initially implemented?

14 A Yes.

15 Q And if the two-and-a-half percent would put the rate in
16 February of 2021 at \$37.41, do you have any reason to disregard
17 that or disagree with that math?

18 JUDGE SANDRON: All right.

19 A No.

20 JUDGE SANDRON: I -- okay. But I don't think he can
21 calculate, you know, off the cuff. But we can figure that out.
22 If it becomes important, we can do the math for the two-and-a-
23 half percent.

24 Q BY MR. HILGENFELD: And Mr. Amalfitano, would you agree
25 that the labor agreement itself does not outline any payment

1 regarding overtime under California Law?

2 A I believe there was a section --

3 MR. RIMBACH: Objection --

4 JUDGE SANDRON: Well, the document speaks for itself. I
5 am not sure he can say that without going through the whole
6 document. We don't want to spend that time. We assume there
7 is law on the subject of overtime that goes beyond any
8 contract.

9 Q BY MR. HILGENFELD: In your responsibilities for contract
10 management for MMP, was it important for you to understand what
11 other companies were paying tankermen in the California area?

12 A Yes.

13 Q Were you aware that Starlight Marine was represented by
14 SIU?

15 A No, I was not.

16 Q You were aware, at least in your affidavit, that Starlight
17 Marine existed; is that correct?

18 A Yes.

19 Q Were you aware that Starlight Marine and SIU had given
20 them a three percent raise per year?

21 A No, I was not aware.

22 Q And a three percent would be better than a two-and-a-half
23 percent, correct?

24 JUDGE SANDRON: All right. Well, I don't think that's a
25 proper question.

1 Q BY MR. HILGENFELD: Were you aware, Mr. Amalfitano, that
2 Starlight employees received a higher wage for SIU than the MMP
3 employees did at Foss?

4 JUDGE SANDRON: I don't know --

5 A I don't know what they make an hour.

6 Q BY MR. HILGENFELD: The -- are you aware that the SIU
7 pension plan is not in critical status as the Southwest Marine
8 Pension Plan?

9 JUDGE SANDRON: Well, I don't know --

10 MR. RIMBACH: Objection.

11 JUDGE SANDRON: Can I see where you're -- where you're
12 going with this line of questions as far as comparing these
13 benefits?

14 MR. HILGENFELD: Your Honor, General Counsel, in their
15 opening, and then under examination, have made the allegation
16 that SIU was a management-friendly company that -- or a
17 management-friendly labor organization that just did what
18 management wanted. The fact that SIU had better benefits than
19 MMP goes directly contrary to that theory.

20 JUDGE SANDRON: Mr. Rimbach?

21 MR. RIMBACH: Yeah. I would object as to the relevance as
22 well as lack of foundation.

23 JUDGE SANDRON: Well --

24 MR. WOJCIECHOWSKI: Can I also add, Your Honor, that the
25 health of the pension plan is not something that's negotiated

1 by the Union. And therefore, it doesn't actually address the
2 relevance argument that Mr. Hilgenfeld has made.

3 MR. HILGENFELD: It does when it's in a rehab plan and the
4 Employer has to pay money out --

5 JUDGE SANDRON: All right.

6 MR. HILGENFELD: -- to go to the employees.

7 JUDGE SANDRON: Well, opening statements are not evidence
8 as such and it is the -- let me ask the question this way.
9 Are -- is the comparison of benefits -- does that relate
10 directly to any of the allegations in the complaint? Maybe
11 that -- you need discuss --

12 MR. RIMBACH: No, Your Honor.

13 JUDGE SANDRON: General Counsel's not contending that
14 the -- a comparison of benefits relates to any of the
15 allegations, that's corr -- is that what you're saying?

16 MR. RIMBACH: Yes, Your Honor.

17 JUDGE SANDRON: All right. Well, then we don't need
18 further testimony on that subject.

19 Q BY MR. HILGENFELD: Mr. Amalfitano, were you aware that
20 Foss provided services throughout the U.S. West Coast?

21 A Yes.

22 Q Who's AMNAV?

23 A A Tug & Bar -- a tug company -- Maritime company.

24 JUDGE SANDRON: Can you give the letters or the acronym?

25 MR. HILGENFELD: A-M-N-A-V.

1 JUDGE SANDRON: Is that the name or is that an acronym?

2 MR. HILGENFELD: That's the name.

3 JUDGE SANDRON: Oh, okay.

4 MR. HILGENFELD: There may be more to it than that, but
5 AMNAV is something --

6 THE COURT REPORTER: Excuse me, Judge.

7 JUDGE SANDRON: Yes.

8 THE COURT REPORTER: Can you please ask Counsel to repeat
9 that? He broke up a little bit.

10 MR. HILGENFELD: A-M, as in Mary, N as in Nancy, A as in
11 apple, V as in Victor.

12 JUDGE SANDRON: Okay. Thank you.

13 Q BY MR. HILGENFELD: AMNAV also provides petroleum support
14 services in Southern California, correct?

15 A No, that is not correct.

16 Q AMNAV is nonunion, correct?

17 MR. RIMBACH: Objection, as to relevance.

18 JUDGE SANDRON: What is the relevance of that?

19 MR. HILGENFELD: The relevance is AMNAV is a subsidiary of
20 Saltchuk, has been performing petroleum services in the same
21 area. They have customers in the same area that's been going
22 on here. It is not uncommon in this industry to have double-
23 breasted companies. That's what Foss is. Centerline's being
24 accused of improperly double-breasting and going into AMNAV is
25 perfectly appropriate.

1 MR. RIMBACH: Your Honor, the structure of Saltchuk with
2 respect to this double-breasted company is not relevant to this
3 complaint.

4 THE WITNESS: And Your Honor, AMNAV is Union. They are
5 MM&P wheelhouse down to the deck, so they are Union.

6 MR. RIMBACH: It's beyond the scope as well, Your Honor.

7 JUDGE SANDRON: All right. Well, the witness, I think,
8 has answered that the company is Union, so we don't get into
9 the issue of Union versus nonunion double-breasting based on
10 his answer.

11 Q BY MR. HILGENFELD: Mr. Amalfitano, when you spoke with
12 Sven Titland on February 4th, 2021, do you recall that
13 testimony?

14 A Can I look back at my affidavit first before I answer? Is
15 that okay?

16 Q I mean -- I'm asking --

17 A Because I don't want to have to keep going back.

18 JUDGE SANDRON: Well, why don't you answer it to the best
19 you ca -- you recall now --

20 A Yes.

21 JUDGE SANDRON: -- and then --

22 A Yes, I received the call on February 4th.

23 Q BY MR. HILGENFELD: And Mr. Titland, when he -- you had
24 asked if you could take a job in L.A.; isn't that correct?

25 A Can you repeat that, please?



1 Q Mr. Titland -- you had asked Mr. Titland if you could take
2 a job -- a tankerman job in L.A; is that correct?

3 A Yes.

4 Q And Mr. Titland told you he could not hire for positions
5 in Los Angeles at that time and that after three to six months,
6 there might be openings in Los Angeles; is that correct?

7 A He said he will have me back in L.A. after three to six
8 months.

9 Q I'm going to turn your attention to para -- page 8 of your
10 affidavit, lines 13 through 15.

11 A Okay. Yeah, he said there might be, yes.

12 Q Okay. And Mr. Titland did not say anything about Leo
13 Marine, correct?

14 A I -- I assumed that's what he meant, the Foss barges in
15 L.A.

16 Q Okay. You assumed that; Mr. Titland did not say that,
17 correct?

18 A I don't recall.

19 Q Would you agree that your dec -- your statement to the
20 NLRB representative does not mention Leo Marine?

21 A It says only Los Angeles.

22 Q Thank you. Did MMP have meetings with Leo Marine
23 employees on Leo Marine barges?

24 A Not on the barges.

25 Q Did you have them off the barges in the -- in the crew-

1 exchange area?

2 A Yes.

3 Q Were you given access to the Leo Marine employees?

4 A Yes.

5 Q And there was an election for the Leo Marine L.A.
6 employees; is that correct?

7 A Yes.

8 Q I think you've testified, and there's no dispute, that in
9 that election, MMP was the chosen representative, at least, no
10 dispute as to the election results; is that correct?

11 A Yes.

12 Q And MMP disclaimed an interest for Leo Marine employees in
13 San Francisco; is that correct?

14 A Yes.

15 Q And before the election, SIU had actually disclaimed
16 interest for the L.A. employees; is that correct?

17 A I'm not sure.

18 Q Okay. But prior to the election, you had got -- you had
19 an opportunity to speak with the Leo Marine employees on Leo
20 Marine property or near the property; is that correct?

21 A Yes, twice.

22 JUDGE SANDRON: Well, maybe Counsels can just tell me. I
23 read some of the bar case documents, but were there any
24 objections filed to the election? I know there --

25 MR. HILGENFELD: There's the petition for review that's

1 being reviewed by the --

2 JUDGE SANDRON: But because -- were there any objections
3 filed as far as conduct of the parties?

4 MR. HILGENFELD: No, there was not, Your Honor.

5 JUDGE SANDRON: Is that correct, Mr. Rimbach?

6 MR. RIMBACH: I believe so.

7 JUDGE SANDRON: All right.

8 MR. WOJCIECHOWSKI: I represented MMP in their
9 representation case and that is correct.

10 JUDGE SANDRON: Okay. Thank you. That's helpful to know.

11 Q BY MR. HILGENFELD: Thank you, Mr. Amalfitano.

12 MR. HILGENFELD: I have no further questions at this time.

13 JUDGE SANDRON: All right.

14 Mr. Rimbach, redirect?

15 MR. RIMBACH: Yes, Your Honor.

16 **REDIRECT EXAMINATION**

17 Q BY MR. RIMBACH: I just have a few questions for you, Mr.
18 Amalfitano. When you were performing work for Foss Maritime,
19 what percent of the work you performed was for Chevron to your
20 knowledge?

21 A It would have to be 100 percent of the work was Chevron.

22 Q You testified about a call from Brian Vartan on about
23 February 19th, 2021, where he offered to switch the location
24 from Seattle to Los Angeles for the job, for the tankerman
25 position; do you recall that conversation?



1 A Yes, I do.

2 Q Did you have an understanding of what company that
3 position in L.A. would be under?

4 A Yes, for Leo Marine.

5 Q Okay. And how did you know that?

6 A Because I was a Foss tankerman and I wanted to go where
7 the Foss barges were and that's who Brian Vartan was operating,
8 was the Leo Marine Chevron barges.

9 JUDGE SANDRON: So let me just understand. Those barges
10 were Foss -- originally operated by Foss and Leo Marine took
11 over those barges; is that correct?

12 THE WITNESS: Yes, Your Honor. Those are the barges I
13 worked on for over 15 years.

14 Q BY MR. RIMBACH: Was your understanding that that job
15 offer for Leo Marine Services was the same job offer you
16 previously received for Olympic Tug & Barge?

17 MR. HILGENFELD: Objection. Foundation as to this
18 individual's knowledge, other than what was testified to.

19 JUDGE SANDRON: Well, I think it's his understanding, so
20 I'll allow it. It's what he understood whether or not it was,
21 you know, a fact.

22 THE WITNESS: Can you repeat the question, Thomas?

23 Q BY MR. RIMBACH: Sure. Was it your understanding that the
24 job offer that came from Brian Vartan switching the job
25 location from Seattle to Los Angeles -- was that the same job

1 offer that you originally received from Olympic Tug & Barge
2 that was now --

3 A No.

4 Q -- Leo Marine?

5 A No, it was a different offer.

6 Q But it was from the same job application that you
7 submitted to Centerline?

8 A Yes.

9 JUDGE SANDRON: All right. So you submitted only one job
10 application total?

11 THE WITNESS: Yes, Your Honor, just one.

12 Q BY MR. RIMBACH: And that job application was to
13 Centerline only?

14 JUDGE SANDRON: Well, I think it -- the application we
15 have in the -- speaks for itself. It's in the record.

16 Q BY MR. RIMBACH: Just to clarify for the record, does
17 MEBA, would that mean Marine Engineers' Beneficial Association;
18 does that sound right?

19 A Yes, that sounds correct. And also IBU on the tugs.

20 MR. RIMBACH: Thank you. I have no further questions.

21 JUDGE SANDRON: Okay. We'll turn to the -- do Counsels
22 for either of the Charging Parties have any follow-up questions
23 at this point?

24 MR. WOJCIECHOWSKI: Nothing for MMP. Thank you.

25 MR. HARKSEN: And not for IBU either. Thanks.

1 JUDGE SANDRON: Mr. Hilgenfeld, any recross?

2 MR. HILGENFELD: I do, Your Honor.

3 JUDGE SANDRON: Go ahead.

4 **RECROSS-EXAMINATION**

5 Q BY MR. HILGENFELD: Mr. Amalfitano, when Mr. Vartan
6 offered you the job with Leo, that was after you had turned
7 down the job on Olympic Tug & Barge; is that correct?

8 A Yes.

9 Q Did Mr. Vartan know that you supported the MMP?

10 MR. RIMBACH: Objection. Relevance.

11 JUDGE SANDRON: Well, he wouldn't be able to know --

12 MR. RIMBACH: Beyond the scope.

13 JUDGE SANDRON: Well, and also, he wouldn't know what was
14 in someone else's head unless they had any specific
15 conversation about it.

16 Q BY MR. HILGENFELD: Prior to offering the job -- prior to
17 Mr. Vartan offering you the job, had you ever told Mr. Vartan
18 that you were a supporter of the MMP?

19 MR. RIMBACH: Objection. Beyond the scope and relevance.

20 JUDGE SANDRON: I'll allow it.

21 THE WITNESS: Can you repeat the question, please?

22 Q BY MR. HILGENFELD: Before Mr. Vartan offered you the job
23 for Leo Marine, had you ever told Mr. Vartan that you had
24 supported MMP?

25 A I never directly told him, but I was under the assumption

1 that he knew I was MMP.

2 JUDGE SANDRON: All right. Well, that is a supposition.

3 But that's okay. You just answer as you know.

4 MR. RIMBACH: I'll move to strike that testimony --

5 THE WITNESS: Your Honor --

6 MR. RIMBACH: -- Your Honor.

7 JUDGE SANDRON: What's that? What's that?

8 MR. RIMBACH: I'll move to strike that testimony.

9 MR. HILGENFELD: He's testifying to what he understood;
10 that is perfectly relevant.

11 JUDGE SANDRON: Well --

12 MR. HILGENFELD: -- what goes to the weight.

13 JUDGE SANDRON: Well, it calls for --

14 MR. RIMBACH: It's speculation, Your Honor.

15 JUDGE SANDRON: It is -- it is supposition. So I really
16 can't give it any weight. It's in the record. I don't know if
17 it needs to be stricken, but it really can't be given any
18 weight as far as being evidentiary.

19 Q BY MR. HILGENFELD: Mr. Amalfitano, do you have any idea
20 who Harley Marine Financing is?

21 MR. RIMBACH: Objection. Beyond the scope of redirect.

22 MR. HILGENFELD: He just asked who owns the equipment
23 is --

24 JUDGE SANDRON: Well, that's -- well, I think you can ask
25 a different kind of question or a different question that's

1 geared to redirect, but we can't start expanding the scope of
2 questioning beyond the pale of the redirect. Because otherwise
3 we're going to be going back and forth --

4 Q BY MR. HILGENFELD: Mr. Amalfitano --

5 JUDGE SANDRON: -- all day long.

6 Q BY MR. HILGENFELD: -- you testified, as I understand it,
7 on redirect, that you believe that Leo Marine owns the
8 equipment that used to be owned by Foss. Did I understand that
9 correctly?

10 A What I -- what I said was the Foss barges are now at Leo
11 Marine. Who owns them, what company owns them, that's -- I'm
12 puzzled just as much as everybody else.

13 Q Do you know who owns the equipment?

14 A I do not know who owns the equipment; I know who runs the
15 equipment.

16 Q Thank you. No further questions, Mr. Amalfitano. Thank
17 you.

18 JUDGE SANDRON: Mr. Rimbach, any follow-up questions?

19 MR. RIMBACH: No, Your Honor. Thank you.

20 JUDGE SANDRON: All right. Thank you, Mr. Amalfitano.
21 Thank you for your testimony; you're done. As I have stated
22 earlier, please don't discuss your testimony with any other
23 witnesses until after the trial is over.

24 THE WITNESS: Okay. Thank you, Your Honor.

25 JUDGE SANDRON: So it's now 12:55 Pacific time. We can

1 take a -- start a -- or maybe finish another witness if you
2 have one available right now for the General Counsel.

3 MS. YASSERI: Yes, Your Honor. Would it be possible to
4 take a short five-minute break?

5 JUDGE SANDRON: Yes.

6 MS. YASSERI: Just so that we can inform the witness to
7 log on and --

8 JUDGE SANDRON: That's --

9 MS. YASSERI: -- upload the exhibits.

10 JUDGE SANDRON: That's fine. So we'll go off the record
11 for a few minutes. Off the record.

12 (Off the record at 12:55 p.m.)

13 JUDGE SANDRON: Mr. Rimbach, I understand you wish to make
14 a statement regarding the Jencks statement that was turned over
15 to the Counsels for the Respondent?

16 MR. RIMBACH: Yes, Your Honor. I'd just like to request,
17 since they were emailed to Mr. Hilgenfeld, Mr. Foreman, as well
18 as their assistant, Becca Binford (phonetic), that any copies
19 of that affidavit, as well as emails, be permanently deleted,
20 and that that is confirmed.

21 JUDGE SANDRON: All right.

22 MR. HIGENFELD: We would ask, Your Honor, we believe we're
23 entitled to keep them through the hearing. And under case
24 manual 10394.9, also Walmart Stores, Inc. 339, NLRB 64, 2003,
25 it is possible that the issues come up later we're entitled to

1 that to defend. We will, of course, destroy them at the close
2 of the hearing -- would be our request.

3 JUDGE SANDRON: Mr. Rimbach, is that satisfactory to the
4 General Counsel?

5 MR. RIMBACH: I'm unfamiliar with those cases, so I'll
6 have to revisit that. What case citations were those?

7 MR. HIGENFELD: Walmart Stores is 339 NLRB 64. And then
8 it's the case handling manual part 1, 10394.9, I believe.

9 JUDGE SANDRON: All right. Mr. Rimbach, if you find
10 contrary support for the position that they cannot keep the
11 affidavit until the conclusion of the trial, then you can
12 advise him, and I'll determine whether Mr. Hilgenfeld is
13 correct or whether they need to destroy the copies earlier.

14 MR. RIMBACH: Thank you, Your Honor.

15 MR. HIGENFELD: And just so you're clear, Your Honor, we
16 believe it is within your discretion to go either way. We just
17 think the discretion warrants allowing us to keep it, because
18 it would inhibit our ability in this case to defend it.

19 MR. RIMBACH: Your Honor, Mr. Amalfitano has already
20 testified and is not subject to recall.

21 MR. HIGENFELD: He may be re-subpoenaed in our case. This
22 is going to be a lengthy case. So we're -- I think we're
23 entitled to keep it. There also may be other witnesses that
24 this goes a part of. Our ability to defend my clients requires
25 us to be able to use this throughout the hearing. We certainly

1 will destroy everything after the hearing.

2 JUDGE SANDRON: All right. Well, I will look into that
3 matter and let the parties know tomorrow morning, or actually
4 tomorrow afternoon my time, what I've determined. I'll see if
5 there are any decisions that go to that issue.

6 Although I would think, Mr. Hilgenfeld, that you could
7 always get the affidavit again if it appears that there's a
8 reason why you want to have it presented again to the witness.
9 That would seem to be my leaning at this point. But I will
10 look into the matter.

11 MR. HIGENFELD: Thank you.

12 JUDGE SANDRON: All right. Are we ready for the next
13 witness for the General Counsel?

14 MS. YASSERI: Yes, Your Honor, we are. The General
15 Counsel calls Cesare Bristol to the stand.

16 JUDGE SANDRON: Okay. So Mr. Bristol -- let's see.

17 MR. BRISTOL: Yes.

18 JUDGE SANDRON: Oh, there you are. Okay. I'm going to go
19 ahead and swear you in, so if you'll raise your right hand?
20 Whereupon,

21 **CESARE BRISTOL**

22 having been duly sworn, was called as a witness herein and was
23 examined and testified, telephonically as follows:

24 JUDGE SANDRON: If you could state -- you can lower your
25 hand. That's fine. If you could state and spell your full and

1 correct legal name and provide us with an address, either work
2 or residence.

3 THE WITNESS: Yes. Full name is Cesare Brian Bristol,
4 C-E-S-A-R-E B-R-I-A-N B-R-I-S-T-O-L. I live here, 1165
5 Englander Street, San Pedro, California 90731.

6 JUDGE SANDRON: Okay. I think you're breaking up a little
7 bit, so hopefully we won't have any issues with that.

8 THE WITNESS: Okay.

9 JUDGE SANDRON: Did the court reporter --

10 THE COURT REPORTER: Excuse me, Judge?

11 JUDGE SANDRON: Yes.

12 THE COURT REPORTER: No, I did not. Can he please repeat
13 his address?

14 THE WITNESS: Yes. 1165 Englander Street, San Pedro,
15 California 90731.

16 JUDGE SANDRON: Okay. Thank you.

17 Ms. Yasseri?

18 MS. YASSERI: Yes, Your Honor. As a preliminary matter,
19 Mr. Bristol will be testifying with respect to the allegations
20 in paragraphs 3, 10(a), 11, 13, and 18(a) in the General
21 Counsel's consolidated complaint.

22 JUDGE SANDRON: Okay. Thank you. That's helpful.

23 MS. YASSERI: You're welcome.

24 **DIRECT EXAMINATION**

25 Q BY MS. YASSERI: Good afternoon, Mr. Bristol.



1 A Afternoon.

2 Q Mr. Bristol, who is your current employer?

3 A Leo Marine Services.

4 Q And what kind of company is Leo Marine Services?

5 A They are in the bunkering fuel industry. So we have tug
6 boats and bunk barges.

7 Q When did you start working for Leo Marine?

8 A As of March 1st, 2021.

9 Q And what is your current job title?

10 A Full-time tankerman position.

11 Q Is that the position that you held at the time of hire on
12 March 1st, 2021?

13 A Yes, that's correct.

14 Q And if you can please describe for us just some of your
15 job duties as a tankerman at Leo Marine?

16 A The short description is a person in charge of safely
17 transferring dangerous liquid cargo, preferably bunker fuel.

18 Q And where is your position based out of?

19 A Here in Los Angeles and the Long Beach Harbor.

20 Q And what are Leo Marine's operation's address, if you
21 know?

22 A I'm not quite positive on the -- the numbers, but it's on
23 Barracuda Street, Berth L.A. 301.

24 JUDGE SANDRON: What's the street? Could you repeat the
25 street name?

1 THE WITNESS: Yes. Barracuda Street.

2 JUDGE SANDRON: Oh, Barracuda, like the fish?

3 THE WITNESS: Yes, that's correct.

4 Q BY MS. YASSERI: You mentioned Berth 301. Are you aware
5 of any other companies that also operate out of Berth 301?

6 A Yes. Westoil Marine Services.

7 Q And how do you know that?

8 A Because we all -- both companies have their equipment
9 there, so we cross paths with each other's equipment and the
10 other employees at Westoil Marine Services.

11 Q Other than --

12 JUDGE SANDRON: Let me just ask a question.

13 MS. YASSERI: Yes.

14 JUDGE SANDRON: Is all the equipment kept in one area and
15 used by both companies, or do they have separate areas of
16 equipment and the employees go back and forth in terms of
17 getting the equipment?

18 THE WITNESS: It is all kept in the same area. And to my
19 knowledge, as working there, at times we share equipment, but
20 it's not a daily use.

21 JUDGE SANDRON: So is the equipment separately designated
22 for each company, or is it like one common area of equipment?

23 THE WITNESS: It's one common area for the equipment to,
24 you know, tie up, but there are designated names for company.

25 JUDGE SANDRON: I see. Thank you.

1 Q BY MS. YASSERI: Mr. Bristol, you also made a reference to
2 a Barracuda Street. Other than Leo Marine, what other
3 companies have a facility on Barracuda Street, if you know?

4 A I mean, Centerline the corporation. I've seen, you know,
5 Westoil Marine, like I've brought up, and then also Olympic Tug
6 & Barge equipment has been moored at 301 -- Berth 301.

7 Q And Olympic --

8 JUDGE SANDRON: Does the equipment have name -- does the
9 equipment have names on it? In other words, like of the
10 company, or is it just that they're used by employees of the
11 different companies? In other words, can you tell by looking
12 at the equipment which company it is that has the equipment?

13 THE WITNESS: No. The barge -- like preferably, the barge
14 have different names to identify which barge. And by knowing
15 kind of through the employer what barge name is for what
16 employer, basically.

17 Q BY MS. YASSERI: Mr. Bristol, sort of on that topic, with
18 respect to the equipment that you've operated as a Leo Marine
19 employee, have you ever seen any logos on the equipment?

20 A Yes, there are -- some logos have a -- a Leo lion, so
21 basically the, like, letterhead of the Centerline logo. They
22 have stickers on the -- on the barges.

23 Q And can you describe for us what that logo looks like,
24 that Centerline logo that you just testified about?

25 A It's -- it's a -- like a side -- I guess, profile of a --

1 of a lion.

2 Q Okay. Now, who is your supervisor at Leo Marine at this
3 point in time?

4 A Brian Vartan. He is the bunker barge manager.

5 Q Now --

6 JUDGE SANDRON: I think -- excuse me, I think my VPN
7 connection is going to go in just a minute. So I'm just going
8 to go off just for a second, so I don't -- we don't -- I don't
9 get cut off as the witness is testifying. So everybody stay
10 on, and I'll be right back as soon as I restore the VPN and
11 make sure we have -- it won't --

12 Okay. I'm good to go, so we can continue.

13 MS. YASSERI: Thank you, Your Honor.

14 Q BY MS. YASSERI: Now, Mr. Bristol, working as a tankerman,
15 does that require special license and training?

16 A Yes, that's correct.

17 Q Can you talk a little bit more about that? What type of
18 special license is required in order to perform work as a
19 tankerman?

20 A The -- it's a different license through the Coast Guard,
21 tankerman person in charge license. You need to, you know,
22 have enough loads and discharges presented to the Coast Guard
23 to show that, you know, you're capable. And also advanced
24 firefighting course that you need to take, and you know, then
25 they approve this.

1 Q What about with respect to training, is there yearly
2 training that you have to take in order to ensure that your
3 license is maintained and valid?

4 A No, it's a -- it's a five-year license. So it's on a --
5 yeah, five -- five-year basis basically.

6 Q Now, let's -- let's talk a little bit sort of about your
7 work at Leo Marine. If you can sort of walk us through. What
8 do you do once you arrive at the facility to report to work?

9 A Once I arrive, I immediately clock in, or if I'm early
10 then I'll wait to clock in. Then, you know, speak to the
11 dispatchers to figure out what equipment I'll be on and what
12 the equipment will be. And then from there, you know, if the
13 barge is there at L.A. 301, then I arrive on my barge, you
14 know, go through my duties. If the barge is not there, then I
15 go anywhere in the harbor that it's located and relieve a prior
16 crew that's, you know, working the equipment. And then from
17 there it just kind of depends what -- what kind of job we're
18 doing for the customer.

19 Q You mentioned having to clock in. Where are these
20 clock-in stations located?

21 A I'd call them the front door of the -- the company, the
22 main office. They are bungalows, but it's considered the main
23 office.

24 Q Okay. And when you say the main office, the main office
25 of what company or companies?

1 A Centerline.

2 Q Okay. Do you know if Leo Marine also operates out of that
3 same office building?

4 A Yes, I -- I mean, yes. I'd say yes.

5 Q And what about Westoil Marine Services? Do you know if
6 Westoil Marine Services also operates out of that same
7 building?

8 A Yes.

9 Q Okay.

10 JUDGE SANDRON: And how -- well, how -- and how do you
11 know that?

12 MS. YASSERI: Yeah.

13 THE WITNESS: We -- we have different, obviously, start
14 times. We start -- I am a -- I work nights. I'm a night
15 employee. So I -- my start time is 1900. For Westoil, their
16 start times are 1800. So we kind of cross paths a lot of
17 clocking in while they're clocking out.

18 Q BY MS. YASSERI: So on that note, Mr. Bristol, with
19 respect to the clock-in station, do you know if that clock-in
20 station is used by employees of another company?

21 A To my knowledge, I would say just Westoil Marine Services
22 and Leo Marine Services is all I've seen.

23 Q Now, you mentioned that the clock-in station is in front
24 of a door of the building. Can you sort of describe for us
25 whether there's any signage on that door that's --

1 A Yes.

2 Q -- behind the clock-in station?

3 A Yes. The two front doors, the same logo of the lion is
4 on -- there's a sticker, a -- I guess a logo of the -- the
5 company Centerline is on the two doors.

6 Q Now, Mr. Bristol, who is responsible for assigning you
7 work as a Leo Marine tankerman?

8 A It kind of varies, but the point of contact that I am in
9 contact with is the -- the dispatchers. And they give us a
10 rundown of the -- the crew list and what equipment you're on.

11 Q Okay. And where -- where do the dispatchers operate out
12 of? Where are they physically located?

13 A At Berth 301 in -- in the main building.

14 Q Is that the same -- the building that you identified with
15 the lion logo on the door?

16 A Yes, that's correct.

17 JUDGE SANDRON: And have -- do you know if they have
18 dispatchers for the other companies at -- well, actually, for
19 Westoil, do you know if the dispatchers from Westoil are also
20 in that building? If you know.

21 THE WITNESS: They -- same -- the same dispatchers. They
22 use the same dispatchers.

23 JUDGE SANDRON: Oh. So the same dispatchers for Westoil
24 are the ones for Leo Marine?

25 THE WITNESS: Yes, that's correct.

1 Q BY MS. YASSERI: Now, Mr. Bristol, you mentioned that
2 Brian Vartan was your -- is your supervisor at Leo Marine. Do
3 you know where Mr. Vartan's office is physically located?

4 A Yes, I do, in -- in the same building that we are
5 describing.

6 Q The building with the Centerline logo on the doors?

7 A Yes, that's correct.

8 Q Okay. Now, Mr. Bristol, where -- where did you work
9 before you started working at Leo Marine Services?

10 A Foss Maritime.

11 Q And when did you start working for Foss Maritime?

12 A 2012 -- around August of 2012.

13 Q And what position did you hold when you started working
14 for Foss Maritime in 2012?

15 A I was a tankerman assistant.

16 Q And how long did you hold that position for?

17 A Approximately three years, and then upgraded to a
18 tankerman.

19 Q And was that at Foss Maritime that you were promoted to a
20 tankerman?

21 A Yes, that's correct.

22 Q And what was your home dock when you were employed at Foss
23 Maritime?

24 A There -- I guess you could say there was two. The main
25 dock that we would report to, and you know, clock in would be

1 Berth 35 in Long Beach, Long Beach Berth 35, off Pier D Street.
2 But our equipment -- the barge equipment had a home dock of
3 Berth L.A. 180.

4 Q Okay. The Berth L.A. 180, would that be in the Los
5 Angeles Harbor?

6 A Yes, that's correct.

7 Q Now, when you were employed by Foss Maritime, were you a
8 member of a Union?

9 A Yes, I was a member of the Masters, Mates & Pilots Union.

10 Q And when did you join the MMP?

11 A The first day that I was hired I needed to have a permit
12 to work on the equipment through the MMP, and then I had to get
13 a designated amount of hours to get past seniority, which I
14 completed. And then I transitioned into being a full-time
15 member.

16 Q So that was since about 2012 when you started working for
17 Foss?

18 A Yes, that's correct. August of 2012.

19 Q And what classifications of employees were members of the
20 MMP at Foss?

21 A Tankerman assistant, the tankermen, and then also added
22 apprentice for, like, a new hire who was, you know, working
23 their way up to make sure that they could become -- they could
24 check off the duties to become a tankerman assistant.

25 Q When did you stop working for Foss Maritime?

1 A I stopped working February 28th, 2021.

2 Q And why was that?

3 A Due to being laid off because of the -- at the time was
4 told sale, but of a trade of assets between Foss Maritime and
5 Centerline.

6 Q Okay. And how do you know -- I guess, how do you know
7 about that asset sale between Centerline and Saltchuk? How did
8 you learn about that?

9 A Well, the date of being laid off kept getting postponed.
10 And then when it was time to basically trade assets, I was an
11 actual employee on the equipment that brought a Foss barge to
12 Centerline location at L.A. 3 -- 301.

13 Q Okay. Let me just take a step back then. When were you
14 first notified that you would be laid off from Foss Maritime?
15 Do you remember when you were first notified of your layoff?

16 A Yes, December 28th, 2020.

17 Q Okay. And how were you -- how were you informed about
18 this layoff?

19 A Through -- well, first was a text message to -- to get
20 onto a video conference. So then it was on a video conference.

21 Q Okay. So let's take a step back. With respect to the
22 text message, do you recall who sent you that text message?

23 A Yes. It was our bunker barge dispatcher, slash -- I guess
24 you could say customer -- I guess you can just call her
25 dispatch, make it simple. Rosie Chavez.

1 Q And do you recall when you received that text message from
2 Ms. Chavez?

3 A Yes, on December 28th, 2020, around 0900.

4 Q And what were -- what was the text message about?

5 A Not much info, that it was just an immediate video
6 conference that needed to be held between me and fellow
7 employees.

8 Q And was the meeting scheduled for that same day that you
9 received the text message?

10 A Yes, that's correct.

11 Q Okay. And do you remember -- did you call into that
12 meeting on Zoom?

13 A Yes, I did.

14 Q And do you recall the time of the meeting?

15 A Not 100 percent, but I would say like an hour later,
16 around 1000.

17 Q Okay. And if you can please describe for us what was
18 discussed at the meeting? How did the meeting start?

19 MR. HIGENFELD: At this time, Your Honor, we would renew
20 our ongoing objection that you had a continuing objection about
21 the relevance and hearsay issues regarding Foss employees
22 informing other Foss employees on this matter.

23 JUDGE SANDRON: I'll consider your objection, but I think
24 as Counsels know, hearsay is not automatically excluded in
25 these proceedings, but is appropriately weighed based on all

1 the circumstances. So at this point I can't really make a
2 determination on whether it will end up being probative or not.
3 So I'd rather err on the side of letting in the evidence that's
4 hearsay and then determining the weight to be given it. So
5 I'll allow the question.

6 MS. YASSERI: Thank you, Your Honor.

7 Q BY MS. YASSERI: Mr. Bristol, let me just take a step
8 back. So you testified that there was a meeting on December
9 28th, 2020 at around 10:00 via Zoom. The question that I had
10 asked you was how did that meeting start?

11 JUDGE SANDRON: Oh. I just want to point out one other
12 thing. Hearsay, if it's corroborated by other evidence of
13 record, can be considered. So go ahead. Just to note.

14 A Yeah. The meeting started with our -- general manager was
15 his position -- Paul Hendricks introduced himself and getting
16 right into just, you know, reading -- reading off -- it sounded
17 like a script to explain the trade of assets and that we would
18 be laid off.

19 JUDGE SANDRON: Do you remember more specific -- anything
20 specifically that he said --

21 THE WITNESS: Yes.

22 JUDGE SANDRON: -- about -- yes. Go ahead.

23 THE WITNESS: Yeah. That he -- we would have a date
24 layoff of February 16th, but that can be to be determined, that
25 he was going to take questions from us but possibly would not

1 be able to answer. And of course, leading forward he --
2 because of legal actions, he was not able to answer any of our
3 questions.

4 JUDGE SANDRON: Well, did anybody ask any questions?

5 THE WITNESS: Yes, they did. We just asked, will the crew
6 members and the contract be going with equipment? Why is this
7 trade going through? What -- what sale is happening? What
8 barges? What equipment is Foss receiving? And you know,
9 that's about it, off the top of my head, I can remember.

10 JUDGE SANDRON: Did he answer any of those questions?

11 THE WITNESS: No, just -- the only question he answered is
12 that the three barges that were here down at So-Cal that Foss
13 was running, the FDH 35-3, FDH 35-4, FDH 35-5, would be the
14 equipment, to his knowledge, going over to Centerline. Other
15 than that, he says, you know, we would have more discussions on
16 everything else, but he could not answer at this moment.

17 Q BY MS. YASSERI: Okay. Mr. Bristol, I believe you
18 testified that Mr. Hendricks said that -- that the layoff date
19 was February 16th, but you didn't say the date. Was it your
20 understanding that that would be in 2021?

21 A Yeah. Sorry. That's correct.

22 Q Okay.

23 A 2021.

24 JUDGE SANDRON: Well, I think for purposes of future
25 witnesses, generally speaking, we'll assume that the operative

1 year is 2021, unless the witness' testimony indicates
2 otherwise, or there's a reason to believe it was another year.

3 MS. YASSERI: Okay.

4 Q BY MS. YASSERI: Do you recall anything else that was
5 discussed at this meeting on December 28th, 2020?

6 A Not to my knowledge right now.

7 Q Now, you mentioned the barges, the FDH-3, the FDH-4, and
8 the FDH-5. Was it your understanding that that was the
9 equipment that was transferring -- that was being sold from
10 Foss Maritime to Centerline?

11 A Yes. That's correct.

12 Q And do you know what company currently operates those
13 barges, the FDH-3, the FDH-4, and the FDH-5?

14 A Yes. Leo Marine Services.

15 Q And how do you know that?

16 A I'm an employee there, and I still work those equipment.

17 Q Now, while you were working at Foss Maritime, Mr. Bristol,
18 those barges, the FDH-3, 4, and 5, did they service a specific
19 customer?

20 A Yes, Chevron.

21 Q Now, what about at Leo Marine? They're used currently at
22 Leo Marine. What customer do they service at Leo Marine?

23 A The same customer, Chevron.

24 Q Now, you've previously testified that you were laid off
25 from Foss Maritime on February 28th, 2021. Do you know why you

1 were laid off on the 28th of February as opposed to the 15th of
2 February 2021?

3 A Yes. There was, I would say, I guess, a mutual agreement
4 between Foss and Centerline that the -- they were not ready for
5 the equipment to go over, so they extended our layoff an
6 additional two weeks.

7 Q And who told you about that?

8 A We've -- I've heard from Brian Vartan, and then also from
9 my manager -- previous manager at Foss Maritime, Ron Costin.

10 JUDGE SANDRON: I think we have that spelling in the
11 record already, I believe.

12 MS. YASSERI: Yes, Your Honor. But I can repeat it if it
13 would be helpful. I believe it's R-O-N, Ron, and Costin,
14 C-O-S-T-I-N.

15 JUDGE SANDRON: Yes. Thank you.

16 Q BY MS. YASSERI: Now, Mr. Bristol, what did you do on your
17 last day of work at Foss Maritime on February 28th, 2021?

18 A The -- the barge that I was on was still alongside a ship.
19 It was still, you know, supplying to the customer. So I
20 finished the job. And immediately a Foss tugboat tied up to us
21 and brought us straight to Berth 3 -- L.A. 301 to transfer the
22 equipment.

23 Q And what barge were you on, on that day, February 28th,
24 2021?

25 A I believe -- I would say I -- I'm not 100 percent sure,

1 but I was on the dash 5, to my knowledge.

2 Q That's the FDH-5?

3 A Yes, that's correct.

4 Q Were you working on -- on your last day of work, do you
5 recall working on one of the barges that service Chevron?

6 A I'm sorry. Could you repeat that question?

7 Q On your last day of work at Foss Maritime, do you recall
8 working on one of the barges that serviced the customer
9 Chevron?

10 A Yes, that's correct.

11 Q If we can sort of take a step back. You talked a little
12 bit about the process of taking over the barge over to Berth
13 301. When did that happen specifically on your last day of
14 work? Do you recall the time?

15 A Yes. It was in between -- it was on the date of February
16 28th, 2021, approximately between 2200 and 2300.

17 Q Okay. And when you -- when you dropped off the barge,
18 FDH-5, at Berth 301, did you notice any signage at Berth 301 at
19 the time?

20 A No. It was, you know, nighttime, dark. It wasn't well
21 lit up. We tied up alongside another barge, so I wasn't, you
22 know, any access to the dock, so I didn't see much of the dock.
23 It was just tied up to another barge.

24 Q Okay. Was it your understanding that that Berth belonged
25 to Centerline?

1 A Yes, that's correct.

2 Q And what made you have that understanding?

3 A Just knowing that that Berth mainly had the Westoil
4 equipment, and Westoil was, you know, to my knowledge, at that
5 time part of Centerline Corporation.

6 Q Okay. Let's talk a little bit now about sort of your job
7 application process in obtaining your current position at Leo
8 Marine as a tankerman. When did you apply for this job at Leo
9 Marine?

10 A I applied approximately around January 20th of 2021.

11 Q And how did you apply for the job?

12 A Through the Centerline website.

13 Q And what position did you apply for through Centerline's
14 website?

15 A A tankerman position.

16 Q Did the job posting on Centerline's website that you
17 applied for, did it reference an entity by the name of Leo
18 Marine?

19 A No, it did not.

20 Q Was there a job location listed on the job posting on
21 Centerline's website?

22 A Yes, there was, and it -- the listing was only for a
23 Seattle tankerman position.

24 Q Now, why did you decide to apply to a job with Centerline
25 in January of 2021?

1 A My decisions were, you know, because I knew -- I knew I
2 was going to be out of a job, but it was more of a -- a
3 collective group of decision of my fellow -- well, ex-Union
4 members that, you know, we decided, you know, be strong
5 together and to apply all together to, you know, work the same
6 equipment. We figured we had, like, a leg up on other -- other
7 people who would be applying, just because we'd been working
8 the equipment for ten plus years.

9 Q Now, you mentioned that the job posting referenced
10 Seattle. Why did you decide to apply for a job that would
11 potentially be in Seattle?

12 A I figured if, you know, they were taking our equipment
13 that they had to also, you know, look at us for the jobs down
14 here. And then I also thought that everything was happening so
15 fast that maybe they didn't, you know, correct the location of
16 where they were asking for tankermen.

17 Q And when you reference to "our equipment," are you ref --
18 are you talking about the FDH-3, 4, and 5, that --

19 A Yes. That's correct. Because I was still employed by
20 Foss at the time and working those equipment.

21 Q Now, after you applied for the tankerman position on
22 Centerline's website, did you hear back?

23 A Yes, I did.

24 Q Okay. And do you recall when that was?

25 A I would say approximately a week -- less than a week

1 after. I applied around January 20, so I would say late
2 January 2021.

3 Q Okay. And how did you hear back?

4 A I heard back from a Centerline representative of -- her
5 name is Kim Cartagena.

6 Q Okay. And how did Ms. --

7 JUDGE SANDRON: Do we have that spelling? Do we have that
8 spelling?

9 MS. YASSERI: I am not sure, Your Honor. But Kim, K-I-M,
10 Cartagena, C-A-R-T-A-G-E-N-A. I know her name has come up, but
11 I -- you know, for clarity of the record, I'd be happy to spell
12 it.

13 JUDGE SANDRON: Okay. Thank you.

14 MS. YASSERI: You're welcome.

15 Q BY MS. YASSERI: Now, Mr. Bristol, you mentioned that Ms.
16 Cartagena called you sometime in late January as a result of
17 the application that you filed on Centerline's website. How
18 did she introduce herself on the call? Do you remember?

19 A Yes. To my knowledge, it was she represented herself as
20 Centerline Human Resource -- or HR basically -- representative.

21 Q And what did she say during that conversation with you on
22 the phone?

23 A She asked if I would like to participate in an interview
24 via Zoom in the following day or the following two days,
25 whatever was available.

1 Q Okay. And how did you respond?

2 A With yes, I accept. And I'm available tomorrow or the
3 next day.

4 Q And did you end up participating in an interview via Zoom?

5 A Yes. That's correct.

6 Q Okay. All right.

7 MS. YASSERI: Sorry. Forgive me. One second.

8 JUDGE SANDRON: Yes.

9 MS. YASSERI: Let me just pull up -- pull up the document
10 here.

11 Q BY MS. YASSERI: All right. Mr. Bristol, I'd like to show
12 you a series of emails that have been marked for identification
13 as General Counsel's Exhibit 12. It's an email thread between
14 you and Kim Cartagena from January 20th, 2021 to January 26th,
15 2021, consisting of two pages. Do you recognize this email
16 thread?

17 A Yes.

18 Q We're going to talk about the email that's from January
19 26th, 2021 in a few minutes.

20 MS. YASSERI: But at this time I'd like to move for the
21 admission of General Counsel's Exhibit 12.

22 JUDGE SANDRON: Any objection?

23 MR. HIGENFELD: No objection, Your Honor.

24 JUDGE SANDRON: All right. General Counsel Exhibit 12 is
25 received.



1 **(General Counsel Exhibit Number 12 Received into Evidence)**

2 Q BY MS. YASSERI: Now, Mr. Bristol, when did this Zoom
3 interview take place?

4 A It took place the following day, January 21st, 2021.

5 Q And who was present at -- during this interview? Who do
6 you recall being present?

7 A Ms. Kim Cartagena, Brian Vartan, another member of
8 Centerline, which was described as a -- a manager for Olympic
9 Tug & Barge, Dan -- do not know his last name, cannot recall
10 his last name -- and another manager from Olympic Tug & Barge
11 of the name of Roy -- do not remember the last name.

12 Q Okay. You mentioned Brian Vartan being present at this
13 Zoom interview. Do you recall how he introduced himself at
14 this interview?

15 A That he is a Centerline bunker barge manager.

16 Q You also mentioned Olympic Tug & Barge. What's your
17 understanding of that company?

18 A My understanding is they are based up north in Seattle,
19 and also like Westoil Marine Service, they are part of the
20 Centerline Corporation.

21 Q Okay. Now, let's talk a little bit about this Zoom
22 interview. How did it start?

23 A It started with everyone introducing themselves, and then
24 myself introducing myself. And then they proceeded into any
25 normal interview of asking me about my background, of my work,

1 my prior -- prior work history. And then also asked my most
2 present about me and how I serviced the Chevron customer.

3 Q When you say they, who actually spoke up during this
4 meeting -- I'm sorry, during this interview -- asking you
5 questions?

6 A I would say predominantly Brian Vartan, but a little bit
7 of everybody.

8 Q So you mentioned there was a -- there was a gentleman with
9 the first name of Roy who identified himself as an Olympic Tug
10 & Barge manager. Do you recall him speaking up during the
11 interview and asking you questions?

12 A Yes.

13 Q And what about -- same question with respect to an
14 individual with the first name of Dan who also introduced
15 himself as an Olympic Tug & Barge manager. Do you recall him
16 asking you questions during this Zoom interview?

17 A Yes.

18 Q Did you end up speaking up -- did you have any questions
19 to ask of any of the individuals during this Zoom interview?

20 A Yes, I had a few. Not very many. I kind of kept it
21 short. I -- one thing -- question I asked was that was this
22 position based in -- here in Los Angeles, or would it be based,
23 you know, in San Francisco, or Seattle. And they said that --
24 I also repeated one. I asked that question, that I'm open to
25 any position but I would love to, you know, stay down here in

1 Los Angeles. And then they said that they were, you know,
2 looking at all -- all regions to be (audio interference).

3 Q When you say they, do you recall who specifically
4 responded to that question?

5 A I would -- Brian Vartan.

6 Q And how long was this interview on Zoom?

7 A I would say anywhere from five to ten minutes.

8 JUDGE SANDRON: And do you recall how it ended -- the
9 interview?

10 THE WITNESS: It just ended with thank you for -- they --
11 the Centerline employers thanking me for my time, and they
12 would be in contact with me.

13 Q BY MS. YASSERI: Now, Mr. Bristol, after this --

14 JUDGE SANDRON: Do you want to pull the document down from
15 the screen?

16 MS. YASSERI: Oh, my apologies, Your Honor.

17 JUDGE SANDRON: That's all right.

18 MS. YASSERI: Thank you. Thank you very much.

19 Q BY MS. YASSERI: Now, Mr. Bristol, did you have any
20 communications with Centerline representative Kim Cartagena
21 after your Zoom interview?

22 A Yes, I did. And that was in one of those emails you
23 pulled up. They needed more references from me.

24 Q Okay.

25 MS. YASSERI: Let me share that again.

1 JUDGE SANDRON: Maybe we should have left it up.

2 MS. YASSERI: It's okay, Your Honor. It's -- all right.
3 Okay.

4 Q BY MS. YASSERI: Mr. Bristol, I'd like to show you what's
5 been already admitted into evidence as General Counsel's
6 Exhibit 12. It's an email thread between you and Kim Cartagena
7 from January 20th, 2021 to January 26th, 2021, consisting of
8 two pages. I want to direct your attention to the first page
9 of the email thread on your screen. It's an email from you
10 dated January 26th, 2021. Do you recognize this email?

11 A Yes.

12 Q Okay. Can you explain why you sent this email to Kim
13 Cartagena on January 26th, 2021?

14 A Yes. I was following up with additional references that
15 they asked for.

16 Q Okay. Now, after sending Ms. Cartagena this email on
17 January 26th, 2021, did you hear back regarding your pending
18 application?

19 A Yes, I have. I did.

20 Q Okay. And when was that?

21 A I would say February 8th, 2021.

22 Q Okay. And how did you hear back?

23 A First contact was from a phone call from a Centerline
24 representative of the name Sven Titland.

25 Q Okay. And tell us about that phone call. How did -- how



1 did it start?

2 A It started with Mr. Titland introducing himself as a
3 Centerline representative. He was going to offer me a
4 full-time tankerman position down in Los Angeles, and if I
5 would love to -- like to agree, that they would send over an
6 offer letter via email.

7 Q And how did you respond once Mr. Titland informed you that
8 during the phone call?

9 A I responded with yes. I was a little shocked because I
10 knew fellow ex-members of Foss that I worked with also got
11 phone calls from him about a week prior, and they were only
12 offered a position in Seattle. So I was kind of shocked that,
13 you know, there was an L.A. position when we were told from --
14 I was told from other employees that there was no position,
15 because they were only offered Seattle.

16 JUDGE SANDRON: Were you ever --

17 Q Now --

18 JUDGE SANDRON: Oh, excuse me, Ms. Yasserli.

19 MS. YASSERI: I'm sorry.

20 JUDGE SANDRON: Was anything -- was anything ever said to
21 that effect by any supervisors or managers that you knew of?
22 You know, did you ever hear that from any --

23 THE WITNESS: I personally didn't. That was just relayed,
24 you know, from other members that got a phone call from them
25 that got offered a position --

1 JUDGE SANDRON: All right.

2 Q BY MS. YASSERI: Mr. Bristol, when Mr. Titland made you
3 that offer over the phone, what was your understanding -- I'm
4 sorry -- made that offer to you over the phone for that
5 position in Los Angeles, what was your understanding of what
6 company you'd be working for?

7 A Centerline.

8 Q Okay.

9 JUDGE SANDRON: And what was your basis for concluding
10 that?

11 THE WITNESS: Just because me applying through the website
12 of Centerline. And then him -- on the phone call, Mr. Sven
13 Titland identified as a Centerline representative.

14 Q BY MS. YASSERI: Did Mr. Titland, during this phone call,
15 ever tell you that you'd be receiving anything in writing
16 regarding the job offer?

17 A Yes, that he would be sending it over via email.

18 JUDGE SANDRON: All right. This -- you've got to get a
19 little more specific. You've got to exhaust his recall --

20 MS. YASSERI: Okay.

21 JUDGE SANDRON: -- before you can ask him a more directed
22 question.

23 MS. YASSERI: Yes, Your Honor.

24 Q BY MS. YASSERI: Okay. Do you recall Mr. Titland saying
25 anything else during this conversation?

1 A No.

2 Q Okay. Now, you mentioned that Mr. Titland was going to be
3 sending you an email. Do you recall receiving an email shortly
4 after this phone call with Mr. Titland?

5 A Yes, I did. I received an email from Anna McMahon, an HR
6 representative also from Centerline.

7 Q Okay.

8 JUDGE SANDRON: This is GC 13 for identification?

9 MS. YASSERI: Yes, Your Honor.

10 Q BY MS. YASSERI: Mr. Bristol, I'd like to show you General
11 Counsel's Exhibit 13, which is an email thread between you and
12 Sally Halfon from February 8th consisting of three pages.
13 Directing your attention to the bottom of page 3 on your
14 screen, do you recognize this email that you sent to Ms. Halfon
15 on February 8th, 2021 at 12:55 p.m.?

16 A Yes, that's correct. And I had my names mixed up. When I
17 said Sally, who I returned my job offer to. So sorry, I had
18 names mixed up. But yes, I do remember -- I recall this from
19 Sally Halfon.

20 Q Okay. And why did you send this email to Sally Halfon?

21 A Let me see. Because I received only the -- a portion of
22 the job offer that had a questionnaire, and back -- and the
23 background check, but I did not receive the actual letter for
24 the job offer. So I was just responding to her that I -- you
25 know, I needed that job offer.

1 Q Okay. And who is Sally Halfon?

2 A I believe she's the HR specialist for Centerline.

3 JUDGE SANDRON: Could you make that just a little larger?

4 It's a little hard to --

5 MS. YASSERI: Oh, sure, Your Honor.

6 JUDGE SANDRON: Thank you.

7 MS. YASSERI: Okay.

8 Q BY MS. YASSERI: Now, Mr. Bristol, sort of walking you
9 through these other emails that are part of what's been
10 identified as General Counsel's Exhibit 13, let me sort of --

11 JUDGE SANDRON: Okay.

12 Q Do you recognize these follow-up emails --

13 JUDGE SANDRON: Okay.

14 Q -- that were sent to you by Ms. Halfon on February 8th,
15 2021?

16 A Yes, I do.

17 JUDGE SANDRON: Just for the record, I suppose it's
18 probably obvious to everybody here, but Chez is your nickname,
19 C-H-E-Z?

20 THE WITNESS: Yes, Chez is the nick -- my full name
21 Cesare.

22 JUDGE SANDRON: Okay. Thank you.

23 Q BY MS. YASSERI: And then this other email, Mr. Bristol,
24 from you to Ms. Halfon, February 8th, 2021, sent at 3:31 p.m.,
25 you recognize that as well?

1 A Yes, I do.

2 Q Okay. And lastly, a responsive email that she sent you
3 that same day, which is the last email on the thread, do you
4 recognize that email as well?

5 A Yes, I do.

6 MS. YASSERI: At this time, Your Honor, I'd like to move
7 for the admission of General Counsel's Exhibit 13.

8 JUDGE SANDRON: Mr. Hilgenfeld?

9 MR. HIGENFELD: I have no objection, but we have a lot of
10 evidence and testimony that seems contrary to your initial
11 ruling. This is an issue regarding the single-employer status
12 of Leo, OTB, and Centerline.

13 MS. YASSERI: Your Honor, this is directly relevant to
14 paragraph 3 of the consolidated complaint. We will have
15 witnesses testify regarding the single-employer status of
16 Westoil, and Mr. Bristol's testimony is relevant to
17 establishing the link between Leo Marine and Westoil.

18 MR. HIGENFELD: Your Honor, if they're allowed to put on
19 evidence, then we ask that you re-review your ruling to allow
20 us to put on evidence on that issue.

21 JUDGE SANDRON: Oh, all right. Right. I know it's going
22 to be somewhat, maybe, difficult to differentiate, but to the
23 extent that I will allow testimony regarding the other two
24 employers besides Leo Marine and -- don't remember the name.
25 Well, the -- I'm not going to go back in my notes at this

1 point. But Centerline and then Leo Marine -- and it wasn't
2 OTB, but I think that's pretty close if you parties know what
3 I'm talking about.

4 The other two are not -- don't address in the Regional
5 Director's decision directed election. So I won't consider
6 evidence that bears on the relationship between the three that
7 have been found to be single employer, but it may be overlap
8 with the situation regarding Westoil. So it may be hard to
9 distinguish. But I won't revisit the issue that was determined
10 by the regional director as far as single employer.

11 But it may -- as I say, it may be hard sometimes to
12 separate out because all five are alleged to be one single
13 employer. So I'm not going to try to, as we go, make a
14 determination as far as each point of evidence whether it bears
15 on the three or all five. So I'll allow it. But clearly when
16 we get to documents or testimony that deals only with the three
17 that were found to be a single-employer, I won't allow it.

18 MR. HIGENFELD: And that's what this is, Your Honor. This
19 is between Leo, OTB, and Centerline.

20 MS. YASSERI: Your Honor, that's incorrect. Mr. Bristol
21 has already testified about the overlap between Westoil and Leo
22 Marine. His testimony is directly relevant to the single-
23 employer status of all five entities. Westoil Marine was not
24 part of the R case as you --

25 JUDGE SANDRON: Right. Right.

1 MS. YASSERI: -- as you noted earlier.

2 JUDGE SANDRON: Right. All right. Well, I'll -- if
3 there's a question of whether the documents or witness
4 testimony relate to only the three employers found to be a
5 single employer or they may relate to the two that were not
6 addressed, then I'll allow it.

7 So General Counsel Exhibit 13 is received.

8 **(General Counsel Exhibit Number 13 Received into Evidence)**

9 JUDGE SANDRON: But I will address each document, and if
10 we get to witness testimony, I will address arguments that the
11 evidence should not be considered or admitted.

12 Go ahead.

13 MS. YASSERI: Thank you, Your Honor. And just for clarity
14 of the record, this line of questioning is also relevant to
15 paragraph 10 of the complaint regarding the unlawful
16 recognition and whether Leo Marine was engaged in normal
17 business operations at the time of the voluntary recognition.
18 All right.

19 JUDGE SANDRON: All right.

20 MS. YASSERI: Thank you.

21 Q BY MS. YASSERI: Now, Mr. Bristol, directing your
22 attention to your -- the email that's part of General Counsel's
23 Exhibit 13 on your screen from you to Ms. Halfon on February
24 8th, 2021 at 12:55 p.m., it seems like you're referencing
25 waiting for a job offer. Did you end up receiving a job offer

1 letter shortly thereafter -- after sending this email?

2 A Yes, I did.

3 Q I'd like to show you, Mr. Bristol, what's been marked for
4 identification as General Counsel's Exhibit 14, which is an
5 email from Sally Halfon at Centerline Logistics, entitled Leo
6 Marine offer letter, background check, and pre-employment
7 testing info, dated February 8th, 2021. It also includes five
8 separate PDF attachments.

9 A Yes.

10 Q Let me scroll through each of these one by one.

11 JUDGE SANDRON: Could you make it larger?

12 MS. YASSERI: Yes, Your Honor.

13 JUDGE SANDRON: So it's easier to see. Thank you.

14 Q BY MS. YASSERI: The first attachment, do you recognize
15 this document, Mr. Bristol?

16 A Yes, I do.

17 Q And do you recognize the second document here identified
18 on page -- let's see here -- page 5? Do you recognize that
19 document?

20 A Yes, I do.

21 Q And what does this appear to be, Mr. Bristol -- this
22 document on your screen?

23 A You clicked back and forth, but I'm seeing -- let me zoom
24 in.

25 JUDGE SANDRON: I think if he identified it, it does speak

1 for itself, as far as what it was.

2 So Mr. Bristol, do you recognize all of the documents that
3 are included -- or all of the different pages included in this
4 document? Why don't you go through -- can you scroll through
5 it --

6 MS. YASSERI: Yes, Your Honor.

7 JUDGE SANDRON: -- instead of separate, and ask him, then
8 he can say if he recognizes all of them, then we don't need him
9 to go one by one.

10 MS. YASSERI: Okay. Sure.

11 JUDGE SANDRON: All right.

12 Q BY MS. YASSERI: I'm showing you now, Mr. Bristol, the --
13 the third document that's attached. Scrolling down. This
14 appears to be the fourth document attached.

15 JUDGE SANDRON: Do you remem --

16 Q And this appears --

17 JUDGE SANDRON: Okay. Go ahead.

18 Q This appears to be the fifth document attached.

19 JUDGE SANDRON: And --

20 A Yes.

21 Q Do you recognize all these documents that were attached to
22 Ms. Halfon's February 8th, 2021 email?

23 A Yes, I do.

24 JUDGE SANDRON: And you received all of them at the same
25 time?

1 THE WITNESS: Yes, that's correct.

2 JUDGE SANDRON: All right. Any objection?

3 MR. HIGENFELD: No objection, Your Honor. Well, the same
4 objection issued (audio interference). No authentication
5 objection.

6 JUDGE SANDRON: All right. So noted.

7 Q BY MS. YASSERI: Mr. Bristol, let's talk about the first
8 document that was attached to Ms. Halfon's February 8th, 2021
9 email. I'm sorry, just for clarity, do you recall receiving
10 all these documents that were attached to Ms. Halfon's email?

11 A Yes, I do.

12 MS. YASSERI: My apologies, Your Honor. Was Exhibit --
13 General Counsel's Exhibit 14 received into evidence?

14 JUDGE SANDRON: Yes.

15 MS. YASSERI: Thank you.

16 JUDGE SANDRON: It is received if it wasn't.

17 **(General Counsel Exhibit Number 14 Received into Evidence)**

18 MS. YASSERI: Okay. Thank you.

19 JUDGE SANDRON: We have about a half hour. As I said,
20 it's passed 5 Eastern time. So we may have to resume tomorrow
21 with the witness' testimony, but perhaps in about 20 minutes or
22 so, Ms. Yasseri, you can find a convenient break, and then
23 we'll adjourn until tomorrow morning.

24 MS. YASSERI: Thank you, Your Honor.

25 Q BY MS. YASSERI: Now, Mr. Bristol, let's talk about the

1 first document that was attached to Ms. Halfon's February 8th,
2 2021 email. Do you recognize that document that's appearing on
3 your screen?

4 A Yes, I do.

5 Q Okay. And what is this?

6 A That is the first page of two of my offer letter from
7 Centerline -- from Leo Marine Services.

8 Q Okay. When did you first hear about the company Leo
9 Marine Services?

10 A Right here in this document.

11 Q When you first received the let -- this letter?

12 A Yes, that's correct.

13 Q Now, the letter is electronically signed by Sven Titland
14 as regional general manager of Olympic Tug & Barge. Is this
15 the same individual that you recall speaking with?

16 A Yes, this is the individual I recall speaking on the phone
17 with.

18 Q And I believe you testified that during that phone call he
19 had identified himself as a representative of Centerline; is
20 that right?

21 A Yes, that's correct.

22 Q Now, going back to this email here, that was sent by Ms.
23 Halfon on February 8th, 2021, directing your attention on the
24 individuals who are carbon copied on this email, we've spoken
25 about Mr. Titland, what about Byron Peterson? Do you know who

1 he is?

2 A At a later date I did get introduced to him, but at this
3 moment, no.

4 Q What is your current understanding of Mr. Peterson's role?
5 Who does he work for?

6 A To my knowledge, he was working for Olympic Tug & Barge.

7 Q And when did you--

8 JUDGE SANDRON: And who -- who -- yes, go ahead.

9 MS. YASSERI: I'm sorry.

10 JUDGE SANDRON: Go ahead. No, that's -- go ahead.

11 MS. YASSERI: Okay.

12 Q BY MS. YASSERI: When did you learn that?

13 A Approximately a week into the -- working at Leo Marine
14 Services. So roughly from March 9th to March 20th.

15 Q And how did --

16 A He --

17 Q I'm sorry.

18 A Yeah. How I knew him was we were very shorthanded, so we
19 needed -- they needed to bring in more bodies, so to say, and
20 he worked on our equipment as a helping hand.

21 Q Okay. We're going to talk a little bit about that in a
22 few minutes. And lastly, let me just go back to this email,
23 Mr. Bristol, with respect to who was carbon copied on the
24 email. There's also an individual by the name of Anna McMahon.
25 Do you know who that is?

1 A Yes. That is also an HR representative for Centerline
2 that I needed to -- if I was going to accept the job offer, I
3 would email my handwritten job offer to her.

4 Q Okay.

5 JUDGE SANDRON: Is that contained in the document, or were
6 you told that separately?

7 THE WITNESS: It's in the document, yes.

8 JUDGE SANDRON: Oh, okay. As I say, it's rather hard when
9 you have documents that are on the screen to go through the
10 pages.

11 Q BY MS. YASSERI: When you say that document, Mr. Bristol,
12 are you referring to the job offer letter that you received on
13 the 8th of February 2021?

14 A Yes, that's correct.

15 Q Okay. Now, directing your attention to the second -- I'm
16 sorry -- the third attachment to Ms. Halfon's February 8th,
17 2021 email, entitled Benefits at a Glance. What was your
18 understanding of what this document is?

19 A It was a very short health and benefits attachment to go
20 over.

21 Q Were these benefits for Leo Marine employees?

22 A Yes. Now that I knew I was going to be a Leo Marine
23 Service employee, I -- I was thinking that that was for Leo
24 Marine.

25 Q Sort of directing your attention to the cover page of the

1 benefits package, what -- can you describe for us this -- the
2 logo that appears on the screen?

3 JUDGE SANDRON: All right. Well, we have it in the
4 record, so I don't think he needs to describe it. It's going
5 to be in the record, and it shows a lion. So --

6 MS. YASSERI: Okay.

7 JUDGE SANDRON: -- he doesn't need to describe it. And
8 that's already been indicated as the logo for Centerline.

9 Q BY MS. YASSERI: Now, Mr. Bristol, sort of scrolling
10 through this benefit package, is it your understanding that
11 these are benefits that apply to Leo Marine employees?

12 A Yes, that's correct.

13 Q Now, after you received the job offer on February 8th,
14 2021, did you have any follow-up conversations with any
15 representatives from Centerline, Leo Marine, or Olympic Tug &
16 Barge?

17 A Yes. I had contact with Sally Halfon again asking some
18 questions regarding the job offer.

19 Q Okay.

20 JUDGE SANDRON: Was that -- was that by written or orally?

21 THE WITNESS: Via email.

22 JUDGE SANDRON: Okay.

23 MS. YASSERI: I believe that email has already been
24 admitted into evidence as General Counsel's Exhibit 13.

25 Q BY MS. YASSERI: I'm going to refer you, Mr. Bristol, to

1 that email that's part of this larger thread sent from you on
2 February 8th, 2021 at 3:31 p.m. Can you tell us why you sent
3 this email to Ms. Halfon?

4 A Yes. I had, like I said, additional questions regarding
5 the job offer that they sent over.

6 Q And did you receive a response to your questions?

7 A Yes. I received an email from her regarding how they will
8 respond.

9 Q Okay. The email that appears above the email that we just
10 talked about in this same exhibit, does that represent the
11 response that Ms. Halfon sent you?

12 A Yes. That's correct.

13 Q Now, the emails says that -- that she's forwarded your
14 email to an operations manager and asked them to give you a
15 call. Did you end up receiving a call from an operations
16 manager?

17 A Yes, I did.

18 Q And do you recall when that was?

19 A The same day. I would say approximately an hour later
20 from this email.

21 Q That would be February 8th, 2021?

22 A Yes, that's correct.

23 Q And who called you?

24 A Brian Vartan.

25 JUDGE SANDRON: Okay. Before you go further, we have an

1 Edgar E. in the waiting room. Does anybody recognize who that
2 is?

3 MR. RIMBACH: He's a nonparticipant observer, Your Honor.

4 JUDGE SANDRON: All right. He can be admitted.

5 Okay. Please proceed, Ms. Yasseri.

6 MS. YASSERI: Okay. Thank you, Your Honor.

7 Q BY MS. YASSERI: Mr. Bristol, you mentioned you received a
8 phone call from Mr. Vartan on February 8th, 2021. Can you --
9 can you tell us; how did that conversation start?

10 A It started with Mr. Vartan introduced himself as the
11 bunker barge manager, that he will be the new bunker barge
12 manager for Leo Marine Services, and that he was, you know,
13 passed along from Sally that I had some questions regarding the
14 job offer.

15 Q Okay. And did he respond to your -- to your questions
16 that you had laid out in that email?

17 A I re-asked them. He didn't -- I don't think he had them
18 personally. He just said, you know, ask away, what do you --
19 you know, what kind of questions do you have? And then I
20 already had my list, so I -- I asked those questions, and he
21 responded.

22 Q Okay. What questions did you specifically ask during that
23 phone call with Mr. Vartan?

24 A I had a couple questions on making sure that the -- the
25 location was still Los Angeles, just because in the job offer

1 it said that -- you know, that they would be paying for travel
2 time. So I just wanted to, you know, correct -- make that
3 correct, and if it was still for a Los Angeles position. I
4 also asked the manning on the barges, if there would be a
5 two-man crew. I also asked --

6 Q I'm sorry, and what was the response to that question?

7 A That yes, it would be two -- two men -- two -- a deckhand
8 and a tankerman on the barge. Normal practice.

9 Q And was the response to your pre -- the first question
10 that you had about the location?

11 A That this would be a position here in Los Angeles.

12 Q And did you ask any other questions?

13 A Yes. I also asked if this was going to be a Union or
14 nonunion position, and --

15 Q And what Mis --

16 A -- he -- he answered with, this would be a nonunion
17 position.

18 Q Okay. Did you recall asking any other questions during
19 this phone call?

20 A Yes. I asked also what -- what kind of schedule it would
21 be, how many days on, how many days off. He also answered with
22 four days on, four days off, depending on when we get a -- a
23 good schedule. Like kind of to be -- to be determined. It's
24 kind of too soon because it was, you know, a new company. But
25 that would be the -- the moving forward schedule.

1 I also asked about off -- PTO, paid time off accrual
2 rating, because it was in the job offer, and I wanted to know
3 what the percentage was. And he didn't have answers on that
4 one. And I think that was about it.

5 Q Okay. Do you recall Mr. Vartan -- what do you recall Mr.
6 Var -- what else do you recall Mr. Vartan saying during this
7 phone call?

8 A That, you know, he -- it was -- at that time also I -- I
9 found out from my bunker barge manager, Ron Costin, that, you
10 know, it looks like it's going to be an extension, that they
11 would not be ready for the equipment. And also Brian Vartan
12 reiterated that. In the job offer it was, you know, February
13 16th, 2021 would be my start date, or to be determined, that
14 they weren't going to be ready and that they were going to push
15 my start date to March 1st, 2021.

16 Q Is that something that Mr. Vartan told you during that
17 phone call on the 8th of February 2021?

18 A Yes, that's correct.

19 Q And how long was this phone call with Mr. Vartan?

20 A Anywhere from five to ten minutes.

21 Q Okay. Now, did you end up accepting the job with Leo
22 Marine Services that was offered to you on the 8th of February
23 2021?

24 A Yes, that's correct.

25 Q And when did you accept the job offer?



1 A I submitted it back to them February 10th, 2021.

2 Q And how did you submit it?

3 A Via email.

4 Q And do you recall who you emailed the acceptance letter
5 to?

6 A Yes, Ms. Anna McMahon -- or McMan (phonetic). Something
7 like that.

8 Q And she was at Centerline, correct?

9 A Yes, that's --

10 JUDGE SANDRON: All right. Be careful not to lead him.

11 MS. YASSERI: I'm sorry. My apologies, Your Honor.

12 Q BY MS. YASSERI: Now, Mr. Bristol, once you accepted the
13 job offer at Leo Marine, did you have to fill out any
14 paperwork?

15 A I'm sorry. Can you re -- re-ask that question?

16 Q Once you accepted the position at Leo Marine, did you have
17 to fill out any paperwork, any new-employee paperwork?

18 A Yes, I did. I had to go into Centerline website and
19 submit some paperwork that they had on there, like the
20 background check and -- and some more info, to my knowledge, of
21 like my name and how to pick a clinic to go do a drug test and
22 physical.

23 Q Okay. Now, as best as you can recall, did the paperwork
24 list the name of the entity that was employing you?

25 A Yes. I, like I said, filled out quite a few paperwork.

1 And some of them had Centerline on the letterhead, some had Leo
2 Marine Services. And then also there were a few that had
3 Harley Marine Services on the letterhead.

4 Q Okay. All right.

5 JUDGE SANDRON: Maybe you can cover, Ms. Yasseri, one more
6 area before we adjourn.

7 MS. YASSERI: Thank you. Thank you, Your Honor. Yes.

8 JUDGE SANDRON: I would also point out that the courtroom
9 deputy is also on Eastern time.

10 MS. YASSERI: Certainly. Yes, I think I will be
11 transitioning to another topic within a few minutes, so it
12 might be a good time to break in a few minutes.

13 JUDGE SANDRON: All right. That would be fine.

14 MS. YASSERI: Okay.

15 Q BY MS. YASSERI: Now, Mr. Bristol, I'd like to show you a
16 document that's been marked for identification as General
17 Counsel's Exhibit 17.

18 JUDGE SANDRON: Your Honor, it is out of order.

19 JUDGE SANDRON: All right.

20 MS. YASSERI: Just to note for the record it's a -- it's
21 an exhibit out of order.

22 Q BY MS. YASSERI: It's a single-page document. Do you
23 recognize this document, Mr. Bristol, that appears on your
24 screen?

25 A Yes.

1 Q And can you tell us what it is, please?

2 A Short answer, it's a -- it's a document signing away your
3 meals and your -- your meals and rest break.

4 Q Did you sign a document that's similar to this as an
5 employee of Leo Marine?

6 A Yes, that's correct.

7 Q Okay. Do you recall when you signed?

8 A Pre -- pre-employment. I don't have a date, but around
9 the time of me accepting the job offer.

10 JUDGE SANDRON: Okay. I think I'd like to go back to what
11 Mr. Hilgenfeld said, and this is what I had said in my order.
12 Anything that relates only to, let's see, Centerline, and Leo
13 Marine, and OTP we don't read in the record. To the extent
14 that any evidence goes beyond that to Westoil and Harley, then
15 it's certainly some information that we want in the record.
16 But this has already been decided. If it's just between
17 Centerline and Leo Marine, I -- that's before the Board, as far
18 as I'm concerned. So --

19 MS. YASSERI: I understand, Your Honor. Without --
20 without divulging too much, I can represent to you that the
21 evidence will show that Westoil employees also signed this
22 document.

23 JUDGE SANDRON: I see. All right.

24 MS. YASSERI: So I think it's relevant.

25 JUDGE SANDRON: All right.

1 MS. YASSERI: And with your -- with your permission, if I
2 can continue with --

3 JUDGE SANDRON: Yeah.

4 MS. YASSERI: -- the authentication?

5 JUDGE SANDRON: All right. Well, based on that
6 representation, go ahead.

7 MR. HIGENFELD: Your Honor?

8 MS. YASSERI: Thank you.

9 MR. HIGENFELD: Just also -- just so the record's clear,
10 Mr. Bristol talked about Harley Marine Services. I think it's
11 stipulated, or it will stipulate, Harley Marine Services is the
12 same as Centerline Logistics. That's the same company. Harley
13 Marine Financing is a different company. So to the extent
14 they're talking about Harley Marine Services, we would
15 stipulate that is Centerline as well. Just so the record's
16 clear.

17 JUDGE SANDRON: I don't know. I know the General Cou --
18 what's the General Counsel's position on that being stipulated?

19 MS. YASSERI: That -- that's agreeable to the General
20 Counsel, Your Honor.

21 JUDGE SANDRON: So --

22 MS. YASSERI: With respect to the association of Harley
23 Marine Services and Centerline, our understanding is that
24 Harley Marine Services is the former name of Centerline.

25 MR. HIGENFELD: Right. And it's different than Harley

1 Marine Financing.

2 JUDGE SANDRON: Okay.

3 MS. YASSERI: Yes.

4 JUDGE SANDRON: All right. Well, the stipulation is
5 received. So based on Ms. Yasseri's representation, I'll allow
6 her to go forward.

7 MS. YASSERI: Yes. And just to clarify, Your Honor, it's
8 the General Counsel's position that it's the same employer,
9 it's just the change in company name. Okay.

10 Now, one other thing, Your Honor, I did want to note for
11 the record is that the General Counsel actually subpoenaed
12 executed copies of these on-duty meal period agreements. They
13 were specifically identified as request number 64 in the
14 subpoena that was issued to Respondent Leo Marine. It is our
15 position that this is another example of their deficient
16 document production because we only received a handful of
17 signed copies of this meal period agreement, and we certainly
18 didn't receive Mr. Bristol's. And therefore, we're introducing
19 the blank version, because we did not receive the executed
20 version that we had subpoenaed.

21 JUDGE SANDRON: Mr. Hilgenfeld?

22 MR. HIGENFELD: Your Honor, my understanding is we
23 provided the signed duty meal periods that we had. I will look
24 for Mr. Bristol's. I have told General Counsel there's half
25 million documents. If they have specific requests, we can dig

1 into that.

2 JUDGE SANDRON: All right.

3 MR. HIGENFELD: Just the general, we want more documents,
4 that's hard for me to find. We have produced the signed meal
5 periods that I'm aware of that exist.

6 JUDGE SANDRON: All right. Do you have any objections to
7 General Counsel's Exhibit 17?

8 MR. HIGENFELD: Well, I don't object to the document, I
9 object to the characterization as the same as the signed one,
10 because I just haven't seen the signed one. We will look --

11 JUDGE SANDRON: All right.

12 MR. HIGENFELD: I will look in the file. If we have a
13 signed one, we will provide it and we can put that in the
14 record. But I can't just -- I can't stipulate to something
15 that I have not seen.

16 MS. YASSERI: If I may, Your Honor? We subpoenaed the
17 signed one, and the fact that we haven't been produced the
18 signed one, it's on the Respondents.

19 JUDGE SANDRON: All right. If --

20 MR. HIGENFELD: Your Honor, we have a petition to revoke
21 that is before you. It was incredibly broad. We have done
22 everything we can. This cannot be the game that General
23 Counsel plays that instead of providing evidence they just
24 dispute something and say it wasn't provided. If they have
25 something specific, let me know and we will look and make sure.

1 Otherwise, we provided umpteen documents on this issue.

2 JUDGE SANDRON: All right. Well, then I think -- why
3 don't you look for the signed copy. I have to assume that
4 certain documents are maintained by an employer, so I think
5 there's a presumption that certain records are not destroyed
6 and that somewhere they are in existence.

7 MR. HIGENFELD: Your Honor, if we have this record, it
8 would be in the file, but we have to go through and pull the
9 file. We told General Counsel we're not going to go through
10 everybody's file. If we had them on a record, we would supply
11 them. If there's specific --

12 JUDGE SANDRON: All right.

13 MR. HIGENFELD: -- files they want, we're happy to go look
14 and pull those --

15 JUDGE SANDRON: All right.

16 MR. HIGENFELD: -- if they exist.

17 JUDGE SANDRON: All right. Well, in the circumstances
18 that have been set out in the witness' testimony, I'll admit
19 General Counsel's Exhibit 17.

20 **(General Counsel Exhibit Number 17 Received into Evidence)**

21 MS. YASSERI: Thank you, Your Honor.

22 Q BY MS. YASSERI: Now, Mr. Bristol, upon reviewing the
23 onboarding paperwork --

24 JUDGE SANDRON: Okay. Okay, this will be the last
25 question --

1 MS. YASSERI: Yes.

2 JUDGE SANDRON: -- because we're getting close to 5:30.

3 MS. YASSERI: Yes. Yes, Your Honor.

4 Q BY MS. YASSERI: What was -- upon reviewing the onboarding
5 paperwork, what was your understanding of who your employer
6 was?

7 A A little confusion. You know, most contact was Centerline
8 employers, and then -- and then I received a job offer for Leo
9 Marine Services, so I wasn't quite sure what Leo Marine
10 Services was yet. I had an understanding what Centerline
11 Logistics was. So it was understandable I was being confused.

12 MS. YASSERI: Your Honor, I think this would be --

13 JUDGE SANDRON: All right.

14 MS. YASSERI: -- a good point to end. Thank you.

15 JUDGE SANDRON: Oh. And I've made a decision regarding
16 the affidavit of Mr. Amalfitano. I did briefly, during one of
17 our short recesses, a Westlaw search and apparently there are
18 no decisions directly dealing with how long an employer can
19 keep the Jencks statement. However, the clear purpose of
20 having the statements turned over to the Respondent is for
21 cross-examination purposes. It's clear that's the main
22 purpose. And therefore, since the witness has concluded his
23 testimony, and the General Counsel has indicated, at least at
24 this point, that he's not going to be recalled, I'll direct
25 that the Respondent destroy copies of his statement that are in

1 the Respondent's possession.

2 As I said, should it come up later that the Respondent
3 feels that the affidavit should be again produced and gives a
4 valid reason for that, then I'll direct the General Counsel to
5 again furnish the statement of the witness. So that's my
6 ruling on that point.

7 All right. It's 5:25 p.m. Eastern, so I will see
8 everybody tomorrow at 9:00 Pacific, 12 noon. And everybody --
9 it's actually evening my time almost, but I'll say, since
10 you're still on afternoon time, have a good afternoon.

11 MS. YASSERI: Thank you, Your Honor.

12 MR. HIGENFELD: Thank you, Your Honor.

13 JUDGE SANDRON: Thank you.

14 MR. RIMBACH: Thank you, Your Honor.

15 **(Whereupon, the hearing in the above-entitled matter was**
16 **recessed at 2:26 p.m. until Wednesday, August 10, 2022 at 9:00**
17 **a.m.)**

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C E R T I F I C A T I O N

This is to certify that the attached proceedings before the National Labor Relations Board (NLRB), Region 21, Case Numbers 19-CA-273208, 19-CA-273226, 19-CA-273220, 19-CA-273928, 19-CA-273985, 19-CA-273771, 19-CB-273986, 21-CA-273926, LEO MARINE SERVICES, INC. OLYMPIC TUG & BARGE, INC. AND CENTERLINE LOGISTICS CORPORATION, held at the National Labor Relations Board, Region 21, National Labor Relations Board, 312 N. Spring Street, Suite 10150, Los Angeles, CA 90012-4701, on August 9, 2022, at 9:05 a.m. was held according to the record, and that this is the original, complete, and true and accurate transcript that has been compared to the reporting or recording, accomplished at the hearing, that the exhibit files have been checked for completeness and no exhibits received in evidence or in the rejected exhibit files are missing.


JACQUELINE DENLINGER

Official Reporter